



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

## SUPPORT AND MAINTENANCE AGREEMENT FOR ACUS

### Parties And Addresses:

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
SUPPORT AND MAINTENANCE AGREEMENT FOR ACUS

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## **1. INTRODUCTION**

This Support and Maintenance Agreement for ACUS (Agreement) is made and entered into this 4th day of June 2026 between the Hillsborough County Aviation Authority, an independent special district under the Laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Amadeus Airport IT Americas, Inc., a Delaware Corporation with principle offices at 7022 TPC Drive, Suite 100, Orlando, Florida, 32822, authorized to do business in the State of Florida (Company), (individually a “Party” and collectively referred to as the “Parties”).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

## **2. DEFINITIONS**

The following terms will have the meanings as set forth below:

### **2.1 Abuse**

Includes:

- (a) improper record of or access of the Company Platform or the Services;
- (b) training any Third-Party in the use of the Company Platform or the Services without Company’s written consent;
- (c) misuse of the access to the Company Platform or the Services granted by Company under the terms of this Agreement; and
- (d) any use of the Company Platform or the Services which causes or is reasonably likely to cause technical problems, damage, degradation or interruption or which in any way negatively impacts the performance of services provided to other users of the Company Platform or the Services.

### **2.2 Accounts Payable**

The unit within Authority Finance Department that deals with accounts payable.

### **2.3 Acknowledgement**

The time at which ASC accepts an Issue logged by the Authority, indicated by a time stamp in the Company IT Service Management System.

### **2.4 ACUS**

Amadeus Cloud Use Service.

### **2.5 Affiliate**

Any other company or person that, directly or indirectly, Controls, is Controlled by or is under common Control with Company.

### **2.6 After Action Review (AAR)**

A systematic process for identifying the root causes of problems or events and an approach for

responding to them. Based on the idea that effective management requires more than merely “putting out fires” for Issues that develop but instead requires finding a way to prevent such Issues.

## **2.7 Agreed Service Time**

The total time (measured in minutes) in a Measurement Window, reduced by the duration of any Scheduled Outages and Extraordinary Scheduled Outages during such Measurement Window.

## **2.8 Airport**

Tampa International Airport.

## **2.9 Authority Data**

All Authority Confidential Information, including any drawings, specifications, reports and any other Confidential Information provided by Authority to Company, otherwise received by Company, or generated by Authority for purposes relating to this Agreement. No Authority Data may be input into non-Authority owned AI systems, except as provided in Use of Artificial Intelligence Article below.

## **2.10 Authorized User**

The following authorized to use the Solution within the use rights granted in this Agreement: Authority, airlines, and ground handlers selected by Authority (including their respective personnel), using, or serviced on the applicable Services by Authority in the scope of this Agreement at check-in counters, transfer counters, gates, and arrivals counters.

## **2.11 Availability**

The period of time during a Measurement Window that a Measured Service is able to send valid responses to valid requests from Authority which is guaranteed at 99.95% of the Agreed Service Time.

## **2.12 Board**

The Hillsborough County Aviation Authority Board of Directors.

## **2.13 CEO**

The Hillsborough County Aviation Authority Chief Executive Officer.

## **2.14 Company Data Centers**

Any computer operations centers, including any public, private, or hybrid cloud, where Company operates all or part of the Solution.

## **2.15 Company Airport Support Center (ASC)**

The help desk for support services provided by Company to Authority.

## **2.16 Company IT Service Management System**

Company’s proprietary system that acts as the repository for all Issue records, problem tracking

records and change records.

### **2.17 Company Platform**

The combination of networks, terminals, systems and servers, and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Company and its Affiliates.

### **2.18 Confidential Information**

Includes all scientific, technical, financial, business, and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, Intellectual Property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings that would otherwise be a trade secret and any other information which under the circumstances should reasonably be considered confidential from either Party including, but not limited to, all confidential Authority Data.

Confidential information does not include information (i) that at the time of disclosure, is in the public domain other than through a breach of the receiving party's confidentiality obligations; (ii) that is lawfully in possession of the receiving party at the time of its receipt from the disclosing party without an obligation restricting disclosure; (iii) that was independently developed by the receiving party without reference to Confidential Information of the disclosing party; or (iv) that is required to be disclosed by applicable Law or court order.

### **2.19 Control**

With respect to an entity, the possession of the right to direct or cause the direction of the management or policies of the entity. Beneficial ownership of over fifty percent (50%) or more of the voting securities of another person shall in all circumstances constitute control of such other person and "Controlled" and "Controlling" shall be construed accordingly.

### **2.20 Cutover**

With respect to the Services, the earlier of the date on which Authority commences to use the Solution following migration to the Services or the date on which the Services are available in the Production Environment for use by Authority following migration to the Services, unless otherwise defined in writing by the Parties.

### **2.21 Cyber Crime**

Any crime that involves a computer, a network, or the internet, including computer-related extortion, fraud and forgery, and unauthorized access to or interference with data, identity theft, software and media piracy, website vandalism, release of viruses and worms, (distributed) denial of service attacks, invasion of privacy, cyber-spying and illegal hacking.

### **2.22 Data Breach**

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or

(c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

**2.23 Data Processing Subcontractor**

Any processor engaged by Company in the processing of PII.

**2.24 Data Protection Legislation**

All applicable laws and regulations relating to the Processing of PII, as may be amended.

**2.25 Data Subject**

An identified or identifiable natural person.

**2.26 DCS**

Departure Control System.

**2.27 Economic Change Adjustment (ECA)**

The adjustment applicable to various types of charges and calculated in accordance with the ECA Calculation.

**2.28 ECA Calculation**

The method for calculating the ECA for various types of charges as described in this Agreement.

**2.29 Exhibits**

Exhibits are attached to this Agreement and are hereby incorporated and made a part of this Agreement. Exhibits may be modified from time to time as mutually agreed to by the Parties in writing without formal amendment to this Agreement.

**2.30 Extraordinary Scheduled Outage**

Any Outage that is scheduled on an infrequent basis to support exceptional activities and which cannot be completed within the Scheduled Outage windows.

**2.31 FAA**

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

**2.32 Force Majeure Event**

Any act of God, natural disasters (e.g., fire, flood, earthquake, elements of nature), hostilities, acts of terrorism or crime, riot, explosion, sabotage, acts of government, change of Law, and lock-outs and/or industrial disputes or any other cause beyond the reasonable control of either Party or their contractors.

**2.33 Gap Development**

All the technical and functional modifications and additions made to the Company Platform and

the application services prior to Cutover in order to meet any Authority specific requirements.

#### **2.34 Information Technology (IT) Infrastructure**

Hardware, software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

#### **2.35 Instructions**

The Services as described in this Agreement shall be considered to be instructions of the Authority to Process PII.

#### **2.36 Issue**

Any event that is not part of the standard operation of a Measured Service and that causes, or may cause, an interruption to, or a reduction in, the quality of the Measured Services. Issues shall be categorized as a "Non-Operational Issue" or an "Operational Issue".

#### **2.37 Issue Record**

The Company record of each Issue documented in the Company IT Service Management System.

#### **2.38 Intellectual Property Rights (IPR)**

Any and all patents, utility models, registered and unregistered trade and service marks, registered designs, rights in unregistered designs, trade and business names, rights in domain names, copyrights and moral rights, rights in any object code or source code, database rights, rights in inventions, know-how, trade secrets and all other intellectual property rights of a similar or corresponding character, and the Company Platform, Company Solution and all related software and documentation, whether or not registered or capable of registration and whether subsisting in any country, territory or part of the world together with all or any goodwill relating thereto.

#### **2.39 Law**

Means as defined in Law, Regulation, Ordinances, and Rules Article below.

#### **2.40 Measured Service**

The specific element that is being measured for a given Service Level Metric, as specified in Section 3.11. of this Agreement.

#### **2.41 Measurement Window**

Unless otherwise agreed, the calendar month during which a Service Level shall be measured.

#### **2.42 Modify**

To (i) add to, remove, enhance, reduce, replace, vary, or derive the Services, or (ii) combine the Solution with other systems or software or materials which do not form part of the Services. "Modified" and "Modification" (and their grammatical variants) shall be construed accordingly.

#### **2.43 Monitoring System**

The tools and methodology implemented and used by Company to enable the accurate measurement of the performance criteria for the Measured Service.

#### **2.44 Normal Working Hours**

The hours between 8:00 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday, excluding regularly scheduled holidays of Company.

#### **2.45 Outage**

A period of time during which a Measured Service is not able to send valid responses to valid requests (includes any Scheduled Outage, Unscheduled Outage and Extraordinary Scheduled Outage).

#### **2.46 Personnel**

Individuals directly employed or contracted by a Party. In the case of the Company, includes Company's Affiliates.

#### **2.47 Personal Data Breach**

A breach of Company's security commitments set out in this Agreement leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to PII transmitted, stored or otherwise Processed by Company in connection with this Agreement.

#### **2.48 Personally Identifiable Information (PII)**

Personal data or information that relates to an identified or identifiable living individual. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) protected health information; (d) biometric information; (e) passwords or other access-related information associated with any user account; and (f) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.

#### **2.49 Point of Measurement (PoM)**

The physical location where Service Levels are measured as set out against each relevant Service Level Metric.

#### **2.50 Priority Level**

The categorization of any issues with the Company Solution based on the potential impact of the problem to the Authority.

#### **2.51 Priority 1**

A disruption to the Company Solution that has a major impact on Authority's business, operations, or customers where an application or functionality of the Company Solution is not available or is severely corrupted or severely degraded for a significant number of users as reasonably determined by the Authority.

## **2.52 Priority 2**

A disruption to the Company Solution which has a substantial impact on Authority's business, operations, or customers where an application or functionality of the Company Solution is not available or is severely corrupted or severely degraded for a limited number of users or degraded for a significant number of such users as reasonably determined by the Authority.

## **2.53 Processing of PII**

The use, collection, storage, processing, modification, transfer, blocking or erasure of PII by Company on behalf of Authority.

## **2.54 Production Environment**

The system environment within the Company Platform which is accessible by Authority starting with the Cutover for the purpose of accessing and using the Solution.

## **2.55 Recovery**

The meaning given in Section 3.12., Service Levels for Incident Recovery. "Recovered" or "Recover(s)" shall be construed accordingly.

## **2.56 Savings Event**

- A. the wrongful or tortious actions or omissions (including willful and negligent misconduct) of Authority or any Authorized User;
- B. the failure of Authority or any Authorized User (including their respective Personnel) to perform their obligations under this Agreement; or
- C. any other circumstances expressly set out in this Agreement as giving rise to the application of a Savings Event.

## **2.57 Scheduled Outage**

Any Outage that is planned and communicated in accordance with the Outage scheduling process.

## **2.58 Services**

The work, duties and obligations to be carried out and performed safely by Company under this Agreement.

## **2.59 Service Level**

Each performance metric set out in Section 3.11, Service Level Metric relating to the performance of the Company Solution for a given period.

## **2.60 Service Level Commencement Date**

The date which is three (3) months following Cutover to the relevant Measured Service in the Production Environment unless otherwise specified herein.

## **2.61 Service Level Default**

A situation where the Measured Service delivered does not meet the Service Level for a Measurement Window.

**2.62 Service Level Metric**

Each performance metric set out in Section 3.8.A, Service Level Metric of this Agreement relating to the performance of the Measured Services in a Measurement Window.

**2.63 Solution**

The Company's ACUS Solution.

**2.64 Statement of Work (SOW)**

A document showing Services and deliverables requested by Authority from and agreed to be provided by Company.

**2.65 Term**

June 4, 2026 through June 3, 2031.

**2.66 Third-Party**

Any entity other than, Authority, Company or Company's Affiliates.

**2.67 TSA**

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

**2.68 User Acceptance Testing (UAT)**

Authority's functional acceptance testing for certain Gap Developments, in accordance with this Agreement, excluding any customer integration testing or Company brush testing. "User Acceptance Test(s)" shall be interpreted accordingly.

**2.69 Unscheduled Outage**

An Outage which is neither a Scheduled Outage nor an Extraordinary Scheduled Outage.

**2.70 Virus**

Any code, program or sub-program whose known or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of software, code, a program or a sub-program, itself; or any device, method or token that permits any person to circumvent the regular security of the software or the system containing the code.

**2.71 Work Order**

The order form used by the Authority and Company in accordance with Article 3, Scope of Services.

**3. SCOPE OF SERVICES**

### **3.1 ACUS Solution Services**

- A. ACUS is a common use passenger processing service that is centrally hosted and accessed by Authority via a network connection. Authority and Authorized Users are granted access to airline DCS for passenger processing functions such as check-in and boarding. ACUS also enables the monitoring and reporting of system usage and events to enable the planning, monitoring, and charging of Services by Authority to Authorized Users of ACUS.
- B. The following Services are out-of-scope and/or are Authority's responsibility:
1. Network connectivity between the Authority and the centrally managed application virtualisation platform including:
    - i. Providing LAN and internet access for the ACUS workstations at no charge to Company and any requisite permissions from Authority Third-Party network providers in relation to use and capacity of networks as contemplated hereunder.
    - ii. Responsibility for the on-site management of the IPsecVPN connection required to connect to the Company Data Center. Authority shall pay all costs and expenses arising in connection with such on-site management.
  2. On-site field services.
  3. Ensuring that Authority's Personnel will be responsible for the maintenance and support of all on-site ACUS workstations and peripherals (first and second level maintenance) by participating in Company's train-the-trainer training for Authority's Personnel in the use of the Solution Service.
  4. Obtaining all requisite permissions from Authorized Users (including airlines, ground handlers and their respective subcontractors) to allow Company and any Company Third-Party to access, host and process all DCS-related applications and any passenger data and other sensitive data contained therein in connection with this Agreement. The Solution is specifically dependent on the existence of requisite agreements between Authority, airlines, and ground handlers to enable the utilization of ACUS. Authority is solely responsible for obtaining such agreements and/or ensuring those agreements are obtained.
  5. If Authorized Users and Personnel use the Solution Services to process, capture or enter credit card details (e. g. via the Magnetic Stripe Reader (MSR) attached to the ACUS workstations or by entering such details into the airline DCS via the Solution), Authority shall be responsible for the compliance with the PCI DSS standards). Authority shall ensure physical security of the relevant hardware at Authority's premises to ensure the hardware is not tampered with in a way that could put PCI DSS compliance at risk. Authority shall allow requested PCI DSS audits, with the scope of any such audits to be determined between the relevant

participants, to confirm compliance with this paragraph. Company reserves the right to introduce technical or procedural mechanisms to contain or mitigate any breach of this paragraph. In case of Authority failure to comply with this clause, Company reserves the right to disable the affected non-compliant functionality. Company shall not be responsible for PCI-DSS compliance of any airline or other Third-Party applications and systems.

6. For the use of the ACUS Solution, Authority will use Authority's own hardware. Authority agrees that in the process of providing the Services on Authority's own hardware, Company will capture information through unique identifiers stored on the personal computers (PC) or laptops on which the ACUS related software is installed for the purpose of verifying compliance with this Agreement. Company will then create monthly reports identifying the number of ACUS clients installed on the PCs/laptops. Authority agrees that installing or using the ACUS related software in excess of any ACUS Solution quantity set forth in this Agreement could impact the Availability and performance of the ACUS Solution.

C. Authority shall follow the following hardware requirements:

1. Authority shall ensure that sufficient system PCs, laptops, printers, and peripherals are installed and ready at the location on which Authority will install the Solution related software in accordance with the terms of this Agreement.
2. Authority shall ensure and cover the cost of installation of the Solution related software on PCs/laptops which PCs/laptops will at all times comply with the minimum specifications for the Solution (currently: minimum of 16 Gbytes of RAM and run on Windows 11 or later, as might be modified by Company). Authority shall provide printers (installed and tested) to be used with the Solution to enable document printing to an inkjet or laser printer from the PCs/laptops.
3. Any hardware Authority intends to use with the Solution shall be subject to Company's hardware certification process. If during this process Company determines that the hardware does not meet Company' certification requirements, equivalent hardware from the official Company hardware catalogue must be purchased to replace the current Authority hardware which did not meet the certification.
4. Receipt of ACUS hardware at Authority's site and secure storage for ACUS hardware at Authority's site during the implementation and post-implementation shall be Authority's responsibility.
5. Hosting of applications as described below in Section 3.2 and 3.3.
6. DCS applications accessed using the Solution will be able to access the full range of peripherals normally present at a check-in position.
7. Authority shall pay the costs of any firmware, operating system updates and upgrades (initially and on an ongoing basis) in relation to systems and equipment used by Authority, whether or not provided by Company in connection with this Agreement. Company shall have no responsibility for the provision of such support. Upon Authority's written request, Company shall confirm the

compatibility of any and all firmware and software updates prior to their implementation.

- D. Authority is responsible at its own cost for managing relationships with Third-Parties and resolving all Issues, repair, and maintenance in connection with equipment and all software not provided by Company. Company shall have no liability in connection therewith or for any failure to meet contractual standards as a result thereof.
- E. Authority agrees to implement the Solution on a minimum number of Two Hundred Thirty-Three (233) ACUS workstations at Cutover.
- F. Company reserves the right to Modify products, related support and maintenance provided that (i) Company will provide Authority with reasonable advance notice of any material Modification, and (ii) upon Authority's request, the Parties will agree to equitable adjustments to applicable charges for any such Modification. The Parties agree to utilize the Work Order process for any material Modification requiring an equitable adjustment.

### **3.2 Interface with Airport Applications**

- A. Subject to Section 3.11, Work Order, Company's pre-approval, and the cooperation of systems, networks, links, Third-Parties and external components and Services not provided by nor under the control of Company, Company will, if requested by Authority, interface Authority's local Airport applications (e.g. Flight Information Display System (FIDS) interface) at the Airport with the Solution by:
  - 1. Allowing the Solution to access browser-based applications via the workstation, or
  - 2. Subject to payment by Authority to Company on a Times and Materials basis, providing central hosting of applications within the ACUS application virtualisation platform, or
  - 3. Publishing applications direct to the local thin-client workstations within Airport. If such publishing requires an Upgrade to the thin-client hardware, then Authority shall pay the cost of this hardware Upgrade as agreed upon in writing between Company and Authority.
- B. Except for the additional charges payable above (as applicable), up to five (5) days of Company effort to interface Authority's local Airport applications are included in any prepaid implementation project fees. If more than five (5) days of effort are required, Authority shall pay the Company's then current rates (which shall be provided to Authority upon request). Company shall not perform Services based on any changes to the Work Order without prior written authorization from the Authority. No services will be paid for unless authorized by written Work Order prior to the performance of

such Services. No services will be initiated by Company until Company receives the Purchase Order which will include the final executed Work Order.

- C. During, and no later than the site review, Authority shall inform Company of all Authority local Airport applications that Authority wishes Company to interface with the Solution.

### **3.3 Integration of Airline Applications**

- A. Company utilizes an application virtualization approach to host DCS-related applications. Subject to Company pre-approval and the cooperation of systems, networks, links, Third-Party and external components and Services not provided by or under the control of Company, Company will interface DCS-related applications that directly check-in and board passengers at the Airport. The Parties shall comply with Section 3.11, Work Order, for such efforts prior to beginning such efforts.
- B. Notwithstanding the above, the integration and/or hosting of any:
  - 1. airline or third-party applications which:
    - i. do not directly check-in or board passengers; or
    - ii. require a bespoke solution, specifically a full and isolated desktop environment per running application instance resulting in additional setup and ongoing/operational effort; and/or
  - 2. DCS-related applications that require additional effort by Company beyond Company standard integration will be subject to additional charges payable by Authority as agreed upon in writing between the Authority and Company.

### **3.4 Implementation Services**

#### **A. Introduction**

- 1. This Section describes implementation Services that shall be delivered by Company, and corresponding Authority obligations that must be met by Authority in order to implement ACUS or any other software provided by Company.
- 2. Unless otherwise agreed herein, implementation Services shall be provided via Company's communications media (e.g., problem management tracking system, phone, e-mails), during Normal Work Hours.
- 3. During implementation, Company shall (i) configure ACUS for use by Authorized Users at Airport, and (ii) support and train Airport IT staff on how to complete Authority hardware deployment as well as how to download the

new ACUS image on each thin client. Company will be responsible for training the Airport IT staff to properly complete these tasks.

4. From Cutover, the Company shall provide the Solution to Authority and Authorized Users in accordance with the Service Delivery Model described in Section 3.6.
5. Company shall use commercially reasonable efforts to provide the Solution in accordance with the Service Levels set out in Section 3.8 (Service Levels).
6. Additional implementation Services not described in this Section may be provided by Company on request from Authority and will follow the Work Order process.
7. Authority confirms that, prior to implementation Services being provided, Authority has conducted a thorough risk assessment of Authority's existing systems and processes to ensure that they are compatible with the Solution, any other software provided by Company, and the Company Platform, and Authority is responsible for the safety implications of deploying the Solution, and other software provided by Company, and the processes associated therewith.
8. Authority will provide Company Personnel wireless internet access in all meeting and work rooms used during the implementation program at Authority's sites.

**B. High Level Implementation Plan**

The "High Level Implementation Plan" reflects the Parties' common understanding of the implementation Services timeline and may be updated or expanded at project kick-off.

**C. Implementation Schedule**

The Parties agree to use their good faith, commercially reasonable efforts to implement the Solution as set forth in this Agreement.

Milestone	Targeted Date*
M0 – Project Initiation of ACUS Solution	TBD
M1 - Service Design and Documentation Agreed	TBD
M2 - Service Configuration and Build Start	TBD
M3 - Operational Trial Complete, Go Decision Confirmed	TBD
M4 – Deployment and Authority Staff Fully Trained	TBD
M6 - Cutover (Cutover Completed and System Live)	TBD
M7 – Project Closure	TBD

\*Targeted dates will be mutually decided by the Parties during project kick-off.

**D. Configuration Profile**

Subject to Section 3.3, Integration of Airline Applications, the application virtualization platform has been/will be configured to host DCS related applications that directly check-in and board passengers for the following DCS:

<b>Airline:</b>	<b>DCS</b>
Aero Mexico	Sabre
Air Canada	Altea
Alaska	ImageSuite
American	AAHub
Avianca	Altea
Avelo	Airline Choice
Breeze	GoNow
British Airways	Altea & BA Fly
Cayman	Sabre
Copa	AppShell
Delta	SNAPP
Discover	CFront
Frontier	GoNow
Global Crossing	Airline Choice
JetBlue	Sabre
Porter	GoNow
Southwest	Sabre
Sun Country	Altea
Swift Air	GoNow
United	GoNow
Virgin Atlantic	Airline Choice
WestJet	QLogic/Shares
World Atlantic	SNAPP
	Sabre
	TBD

While Company will use reasonable efforts to enable the availability of the above applications, Company does not commit to any specific dates or timeframes for availability.

**E. Network Connectivity**

Network connectivity between the Airport and the centrally managed application virtualization platform to be via:

<b>Airport – ACUS Network connectivity</b>
Primary: Authority-provided Internet connectivity
Secondary: Authority-provided Internet connectivity

**F. Airports In Scope**

As of the Cutover date, ACUS Services have been configured, deployed and accessible by the Authority at the following in scope Airport locations:

Airport	Terminal	Country
Tampa International Airport	All	USA

### 3.5 Service Delivery Model

The following list represents the out of scope Services and in-scope Services:

Company Service (refer to Schedule 1)	In/Out of Scope/Comments
<i>Help-Desk Services</i>	
<ul style="list-style-type: none"> <li>Level 1 Helpdesk Services</li> </ul>	Out of scope (handled by Authority's Help Desk)
<ul style="list-style-type: none"> <li>ASC Services</li> </ul>	In-scope
<i>Issue &amp; Problem Management</i>	
<i>ACUS - Application Virtualization Platform:</i>	
<ul style="list-style-type: none"> <li>Hardware Support</li> </ul>	Out of scope
<ul style="list-style-type: none"> <li>Capacity Management</li> </ul>	In-scope
<ul style="list-style-type: none"> <li>IT Service Continuity</li> </ul>	In-scope
<ul style="list-style-type: none"> <li>Application Maintenance and Support</li> </ul>	In-scope
<ul style="list-style-type: none"> <li>Platform Management</li> </ul>	In-scope
<ul style="list-style-type: none"> <li>Production Environment</li> </ul>	In-scope
<ul style="list-style-type: none"> <li>Test Environment</li> </ul>	Out of scope (Company does not provide test environments in the cloud).
<ul style="list-style-type: none"> <li>Training Environment</li> </ul>	Out of scope (Company does not provide a training environment in the cloud).
<i>Network Services:</i>	
<ul style="list-style-type: none"> <li>Point Of Demarcation</li> </ul>	Company Data Center
<ul style="list-style-type: none"> <li>Company Airport Link Internet VPN</li> </ul>	In-scope
<ul style="list-style-type: none"> <li>Other Network Service</li> </ul>	Out of scope
<i>Field Support Services</i>	
Out of scope	
<i>Site Infrastructure Services</i>	
Out of scope	
<i>Third-Party Supplier Management</i>	
<i>Cooperation with third-Party</i>	
Company will manage any Third-Parties that it directly contracts with. In addition, Company will cooperate with any Third-Party suppliers contracted by Authority for work affecting the Solution.	
<i>Termination Assistance Services</i>	
Out of scope	
Any services not expressly identified in this Agreement.	
Out of scope	

### 3.6 Site Infrastructure Services

The following list represents various components that are required for the provision or receipt of the Service. Authority shall procure and maintain the same at Authority’s cost.

<b>Network</b>
<b>LAN Infrastructure</b> LAN infrastructure, including suitable cabling, power points, LAN points, VLANs in the Airport locations.
<b>Wi-Fi Infrastructure</b> Wireless infrastructure, including access control, security, and availability.
<b>WAN Network Connectivity from Authority location to Company Data Center</b> Wide area network connectivity as per the Solution implemented.

### 3.7 Service Levels

Company provides the following Service Levels, subject to the terms and conditions stated herein.

#### A. Service Levels Metric

##### 1. Service Levels for Availability in the Production Environment

Service Level Metric	Measured Service	Service Level Compliance Percentage	PoM
Availability in Production Environment (“PRD”)	Company Cloud Use Service	99.95%	Company Data Center

### 3.8 Service Levels for Issue Acknowledgement

Measured Service	Service Level	PoM
Priority 1 Issue Records Acknowledgement	within 15 minutes for 80% of Priority 1 records	Company Issue and problem management system
Priority 2 Issue Records Acknowledgement	within 30 minutes for 80% of Priority 2 records	Company Issue and problem management system

### 3.9 Service Levels for Issue Recovery

Measured Service	Service Level	PoM
Priority 1 Issue Records Recovery	100% of Priority 1 records within four (4) hours	Company Issue and problem management

		system
Priority 2 Issue Records Recovery Operational Incident Records	100% of Priority 2 operational records within eight (8) hours	Company Issue and problem management system
Priority 2 Issue Records Recovery Non-Operational Issue Records	for 100% of Priority 2 non-operational records within forty-five (45) days	Company Issue and problem management System

### 3.10 Service Level Report

Report	Content	Delivery Medium	Frequency
Service Level Report	Company' performance against all Service Level obligations, including a list of service impacts	Electronic	Monthly In standard format showing data on a twelve (12)-month rolling basis
Issue Management Report	Executive summary with the sequence of events, root cause and service impact. This is a report for Severity Level 1 Issues only	Electronic	Within seven (7) business days of Severity 1 Issue

#### A. Exceptions

1. For the avoidance of doubt, Company shall not be responsible for any failure to perform to the contracted standards or to meet a Service Level to the extent that such failure is directly attributable to any of the following (which each also constitute a Savings Event):
  - i. Service or resource reductions agreed to by the Parties in writing where Company has notified Authority that the implementation of such reduction may result in a failure to meet a Service Level;
  - ii. Failure of Authority or Third-Party systems or networks or degradation of Services not provided by Company or under the control of Company;
  - iii. Changes implemented by Authority or Authority activities which have not been initiated by nor communicated to Company nor agreed to between Company and Authority; and
  - iv. System and/or service degradations of the Services that arise as a result of excess system capacity in connection with Authority's network.

2. The achievement of Service Levels may be impacted by factors outside of Company' control. Accordingly, no Service Levels or performance warranties apply for transmissions through the Internet or any other network or interactions with systems outside of Company' control such as Authority local network performance degradation, Authority PC hardware limitations, Authority or Third-Party systems or application settings that are under the control of Authority and Authority anti-virus settings that can be attributed to having an impact on the Services.

**B. Scheduled Outages, Extraordinary Scheduled Outages**

1. Company may take Scheduled Outages subject to the following:
  - i. In exceptional circumstances (e.g. to implement platform technology changes that cannot be reasonably implemented without taking an Outage; or to remedy system Issues that cannot be reasonably implemented without taking an Outage as determined by Company) Company may introduce Extraordinary Scheduled Outages.
  - ii. Company will use reasonable efforts to schedule Extraordinary Scheduled Outages adjacent to Scheduled Outages.
  - iii. If the Scheduled Outage or Extraordinary Scheduled Outage starts before the announced start time or continues beyond the announced end time, the number of minutes either before the start time or beyond the end time will be considered an Unscheduled Outage.
2. Company shall confirm with Authority forty-eight (48) hours in advance of any Scheduled Outages and shall use reasonable efforts to provide the same notice for any Extraordinary Scheduled Outages.
3. For both Scheduled Outages and Extraordinary Scheduled Outages, Company shall provide Authority with the reasons for such Outage, the nature and expected timing, and any expected impact on the Measured Services.

**C. Times**

1. Unless otherwise set forth in this Agreement, all references in this Agreement to time shall refer to Universal Time Coordinated (UTC).
  - i. Where there is a measurement of time, such measure shall be in units of hours, minutes, seconds, or milliseconds as specified. Where the measurement is in seconds it shall be to the nearest two (2) decimal points, unless otherwise stated.

**D. Monitoring System**

Unless otherwise agreed to in writing by the Parties, Company will use its then-current monitoring and measurement tools to monitor and measure the performance and delivery of the Measured Services against the applicable Service Levels.

**E. Service Level**

1. This Section sets forth qualitative descriptions of the Service Levels. The Service Levels described below will be measured at PoM.
  - i. The application of the Service Levels shall commence at the Service Level Commencement Date and shall apply for the Term of this Agreement, except as otherwise agreed.
  - ii. Where there are system changes, or other changes driven by Authority requirements, such as the reengineering or re-design of the network, re-location of the Authority data center and/or Authority specific developments, which materially affect the Service Level performance, the Service Levels may be revised as mutually agreed to in writing by the Parties, and the Authority will not unreasonably withhold or delay agreement to the Change.
  - iii. To the extent that additional Services are included in the scope of this Agreement from time to time, which are materially dependent on Third-Party vendor performance, Company reserves the right to revise the Service Levels for such new Services in accordance with the vendor subcontract, provided Authority is informed of such change.
2. The relevant compliance percentage calculated for each Service Level shall be displayed in all cases to two (2) decimal places.

**F. Service Level Metrics**

1. Availability

This Service Level shall be calculated, for each Measured Service, as the Agreed Service Time in a Measurement Window excluding the total duration of Unscheduled Outages in the same Measurement Window divided by the Agreed Service Time in the Measurement Window, as follows:

Compliance percentage =  $(\text{Agreed Service Time} - \text{Unscheduled Outages}) \times 100$   
Agreed Service Time

A failure by Company to meet the Service Level compliance percentage according to the table in Section 3.11, Service Levels of this Agreement for a Measurement Window shall be deemed a Service Level Default for that Measurement Window.

For the avoidance of doubt, Scheduled Outages and Extraordinary Scheduled Outages in a Measurement Window are not considered as contributing to a Service Level Default during that Measurement Window and will, therefore, not be included in the total duration of Unscheduled Outages in the calculation above.

The duration of an Outage shall be measured from earlier of:

- i. the point in time that such Outage is detected by Company through its Monitoring System; or reports received by the Company ASC of such Outage; or
- ii. observation by Company Personnel of such Outage; or
- iii. any other manner in which Company shall become aware that the Measured Service is not available,
- iv. and shall end at the time when Company registers in its Monitoring System traffic from Authority or Authority's customer or from other Third-Parties that access the Services directly and which generate valid responses from the Measured Service.

## 2. Issue Acknowledgement

This Service Level Metric measures the time it takes for Company to Acknowledge Priority 1 or Priority 2 Issues. The Acknowledgement time shall be measured for each Priority 1 and Priority 2 Issue from the time an Issue Record is logged by Authority to the time the same Issue Record is Acknowledged by Company. An Issue shall only be allocated to the Measurement Window in which the Issue Acknowledgement should have taken place based on the applicable Service Level.

Authority shall log Issues and assign Priority Levels to the Issues reported directly in the Company Issue IT Service Management System. Company reserves the right to reassign a Priority Level if the Priority Level assigned by Authority is incorrect.

Compliance with this Service Level for a Measurement Window shall be calculated as follows, in relation to the relevant Priority Level:

A = the total number of Issues reported to the Company ASC that should have been Acknowledged within the parameters described in Section 3.10, Service Levels for Issue Recovery, for the same Measurement Window.

B = the total number of Issues reported to the Company ASC for which Company Acknowledges the Issue Record within the time parameters described in Section 3.10, Service Levels for Issue Recovery, for the Measurement Window, the compliance percentage =  $B/A \times 100$ .

Issue Acknowledgement Service Level is advisory only. Company will only measure and report its performance against the target as set out in Section 3.11, Service Level Report, to this Agreement.

### 3. Issue Recovery Time

The Issue Recovery Time Service Level shall be measured as the number of minutes/hours elapsed from the time of Acknowledgement by Company of the Issue to the time when Recovery is achieved as indicated by the time stamp in the Company IT Service Management System. For the avoidance of doubt, the time during which the Issue is assigned to Authority shall not be included in the time measured for the calculation of the Issue Recovery Time Service Level. An Issue shall only be allocated to the Measurement Window in which the Issue is indicated as “closed” by Authority in the Company IT Service Management System.

Recovery shall be deemed to have been achieved when the reported issue has ceased or upon the Parties’ confirmation that, through a fix, work-around, bypass or other means, the impacted ongoing Service has been Recovered or restored (as set out in subsections a), b) and c) immediately below), which generally follows occurrence of one or more of the following (whichever the earliest):

- i. Company receives confirmation from Authority that the impacted Measured Services have been Recovered; or
- ii. the Monitoring System registers traffic of messages relating to the impacted Measured Services; or
- iii. Company ASC sets status of the Issue Record Recovered.

For the above purposes, an Issue is considered “Recovered or restored” once:

- a) Service impact has ceased or been removed; or
- b) A documented known workaround has been followed; or
- c) A workaround has been identified, provided, and agreed to by the Authority; or
- d) A permanent solution has been implemented via Recovery Issue Record.

In the event that the Authority Helpdesk notifies Company that Recovery has not been achieved for the impacted Measured Services, Company shall add any additional time incurred from such notification to final Recovery of the impacted ongoing Services to the Incident Recovery Time established. For the avoidance of doubt, the time between these two events shall not be included in the total Issue Recovery Time.

## G. Service Level Reports

Following completion of Cutover and as per the Service Level Commencement Date, Company shall provide to Authority a set of electronic reports, on a quarterly basis, detailing Company' performance against and compliance with the agreed upon Service Levels as set out in Section 3.10, Service Levels for Issue Recovery, of this Agreement.

#### H. Changes To Service Levels

Changes to Service Levels can be requested by either Party once per calendar year with at least ninety (90) days prior written notice to the intended date of the proposed change. The effective date of such change shall be agreed to in a Work Order.

### 3.11 Work Order

- A. Without invalidating this Agreement, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by a mutually agreed Work Order. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task, detail the associated costs, and include the names, titles, responsibilities, and, upon request, the resumes of Company's Personnel that will be assigned to the task in a Work Order as shown in Exhibit A, Sample Work Order. The Work Order schedule may go beyond the termination date of this Agreement if necessary to complete the Work Order tasks. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed-upon work schedule.
- B. All Services agreed to in a Work Order will be executed under the applicable conditions of this Agreement. No Services will be paid for unless authorized by written Work Order prior to the performance of such Services.
- C. Upon execution of the Work Order, the Authority will issue a Purchase Order to Company to perform the specific items at the agreed upon schedule and/or costs in the Work Order. The Authority's Vice President of Information Technology Services or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms of this Agreement. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Order.
- D. Any Purchase Order issued during the Term of this Agreement and not completed within such period shall be completed by the Company within the time specified in the associated Work Order. This Agreement shall govern the Company's and Authority's rights and obligations with respect to the Work Order to the same extent as if the Work Order were completed during the Term of this Agreement.

## 4. **TERM**

### 4.1 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by Authority. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. The Parties agree that Company’s support and maintenance obligations under the Support and Maintenance Agreement for EASE™ entered into on March 1, 2025 shall terminate upon the earlier of (i) Cutover to ACUS, or (ii) the EASE end-of-life date (April 2, 2027). Such termination shall not affect any rights, obligations, or liabilities under the Support and Maintenance Agreement for EASE™ that accrued prior to the effective date of termination.

**4.2 Term**

The Term of this Agreement commences on June 4, 2026 and will continue through June 3, 2031 unless terminated earlier as provided herein.

**4.3 Extension**

Upon the expiration of the Term of this Agreement, at the Authority’s sole discretion, this Agreement may be extended for a maximum of six (6) months. Such extension will be effective by the issuance of a written letter to the Company by the Authority Vice President of Procurement. Any such extension will be pursuant to the same terms and conditions in effect at the time of such extension.

**4.4 Early Termination**

Either Party may terminate this Agreement, without cause, by giving twelve (12) months written notice to the other Party. However, Company may not cancel this Agreement, without Authority approval, until all existing projects and Work Orders are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the Term of this Agreement.

**5. FEES AND PAYMENTS**

**5.1 Not-to-Exceed**

The total amount payable under this Agreement will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

**5.2 Payment**

**A. Ongoing Charges for EASE**

Company shall continue to provide support for EASE™ until full implementation and Acceptance of the ACUS Solution by Authority. During this transition period, all existing warranties and support services for EASE™, LDCS, EASEFX, and 24x7 Remote Helpdesk Support shall remain in effect at the rates specified below:

Description	Year 1 3/1/2025 – 3/31/2026	Year 2 4/1/2026 – 3/31/2027
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EASE Software Warranty	\$44,873.20	\$43,906.71
LDCS Software Warranty	\$11,966.19	\$11,708.46
EASE-FX Software Warranty	\$11,966.19	\$11,966.19
24x7 Remote Helpdesk Support	\$76,284.45	\$74,641.41
Total	\$145,090.03	\$142,222.77

Company plans to cease support for EASE on April 1, 2027.

**B. Implementation Fees and Ongoing Charges for ACUS**

Ongoing charges for ACUS shall be invoiced and paid annually in advance, or as otherwise agreed in a mutually executed Work Order between Authority and Company. For clarity, Ongoing charges will commence upon the official Cutover from EASE™ to ACUS. Authority has an internal travel policy and, therefore, any separately charged travel expenses of Company or Company Personnel will need to be pre-approved in writing by Authority Director of Digital Technologies & Innovation.

Professional Services		Professional Service Fee Charges
<ul style="list-style-type: none"> <li>• 1 Project Manager</li> <li>• Training</li> <li>• Implementation (set up and configuration of ACUS)</li> </ul> <p>(Project Manager and training provided as part of Implementation)</p>		\$75,006.74 (one time)
Ongoing Services (payable to Company from date of Cutover)		Ongoing Charges
<p>ACUS Operation Charge for 233 ACUS workstations.</p> <p>(Covers subscription and support and maintenance)</p>		\$13,712.05 (per month) Each additional ACUS workstation will be charged at \$58.85 per month

Charges are subject to Company's ECA on an annual basis (each new calendar year).

**C. Manpower Charges**

1. Manpower charges incurred shall be invoiced monthly in arrears. For any specific consultancy, manpower-based support Services not described in this Agreement, the Parties shall follow the established Work Order process to define the scope, schedule, and cost for such Services. Charges for these additional Services shall be based on the then current man day rate, as

specified in the applicable approved Work Order.

**5.3 On-Site User Training and Implementation Services**

Services provided by Company outside the scope of this Agreement are available based on then-current rates. Company shall provide its then current rate schedule to Authority by end of quarter 1 of each year of this Agreement. For clarification new rates will not apply until the rate schedule has been provided to Authority. Such Services shall be provided as agreed upon in an executed Work Order by Company and Authority.

**5.4 Company User Conference Attendance Fee**

If Company sponsors an annual user conference with an attendance fee set each year in the registration packet, Authority may send one (1) attendee at no additional cost, with fees for additional attendees also outlined in the conference registration packet.

**5.5 Invoices**

Invoices required by this Agreement will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and Purchase Order number.

**5.6 Payment Method**

Company will receive electronic payments via Automated Clearing House (ACH). The Parties may request alternative payment methods and such request shall be addressed in good faith.

**5.7 Payment When Services Are Terminated at the Convenience of Authority**

In the event of termination of this Agreement for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All Services performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Agreement as approved in advance in writing by Authority.

**5.8 Prompt Payment**

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Agreement.

**6. TAXES**

Authority represents and warrants for the duration of the Term that Authority is exempt from all State and Federal sales, use and transportation and any other taxes under applicable Law in

connection with the Services furnished and work done by Company under this Agreement. Subject to foregoing, Company will not charge Authority any taxes under this Agreement.

#### **7. OWNERSHIP OF DOCUMENTS**

Except for any IPR, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other agreed item that are developed by Company for the sole benefit of Authority will be and remain the property of Authority.

#### **8. QUALITY ASSURANCE**

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Agreement. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes described in this Agreement and subject to applicable warranties and service levels.

#### **9. NON-EXCLUSIVE**

Company acknowledges that Authority has hired, or may hire, others to perform Services similar to or the same as those within Company's Services under this Agreement, provided that only authorized end users in the normal course will have access to the Solution and Company's systems in accordance with this Agreement. Company further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority's discretion.

#### **10. PROPRIETARY RIGHTS**

Authority may not use, copy, modify, decompile, reverse engineer, adapt, or create derivative works of the Solution, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Company. Notwithstanding Section 4.4 hereof, Authority's rights under this Article shall remain in effect for so long as Authority is authorized to use the Solutions under this Agreement. In the case of termination of this Agreement, Authority shall return or destroy the Solution, in the manner required by this Agreement and Authority's certification of return or destruction shall be sufficient for such purpose.

The Solution, including without limitation any associated IPR, is and shall remain the sole property of Company, regardless of whether Authority, its employees, agents, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Company for the use of the work product. Authority shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Company may reasonably request in order to establish and perfect its exclusive ownership rights in such works, including any associated IPR.

#### **11. ACUS SOFTWARE INTELLECTUAL PROPERTY RIGHTS**

Except as expressly specified, nothing in this Agreement shall be deemed to grant to one Party

any rights in IPR or Confidential Information of the other Party or its Affiliates. Each Party agrees to reproduce copyright legends that appear on any materials provided by the other Party, irrespective of ultimate ownership of the underlying IPR.

### **11.1 Company IPR**

- A. Notwithstanding anything contained in this Agreement to the contrary, Authority agrees and acknowledges that Company (or Company's Affiliates, Company Third Parties or licensors, or Company Third Parties as the case may be) owns the Company IPR.
- B. To the extent Authority owns any Company IPR by operation of Law, Authority hereby assigns and, if necessary under applicable law to effect ownership in Company, Authority shall obtain that its Personnel assign, with full title guarantee (by way of present assignment of present and future rights) to Company all of such Company IPR free from any encumbrance and agrees to duly execute all such documentation or legal or other instruments and to perform all such acts within its control as may be necessary to give effect to such assignment at its own cost.
- C. Subject to the terms and conditions of this Agreement, Company grants to Authority a non-exclusive, non-transferable, right during the Term of this Agreement to access and use, and to permit Authorized Users to access and use, the Services at the Airport, under this Agreement, including all related Company documentation supplied to Authority for the purpose of Authority and the Authorized Users accessing and using the Services.
- D. Authorized Users' rights are subject to:
  - i. Authority remaining responsible for all acts and omissions of each of its Authorized Users as if they were the acts and omissions of Authority; and
  - ii. Authorized Users shall have no entitlement to enforce this Agreement.
- E. The permissions granted by Company in this Agreement shall be subject to the conditions and restrictions set out below. For the avoidance of doubt, Company does not grant, and Authority shall not allow any persons other than those referred to above, access to and/or use of the Services, without Company's prior written consent. Authority shall not, and shall not permit any person (including Authorized Users) to, without Company's consent, save to the extent required by applicable Law or this Agreement, to do any of the following:
  - i. Modify, adapt, reverse-engineer, decompile, disassemble, or otherwise discover the source code of, any software or documentation comprised in the Company Platform or the Services, or attempt to do so for any reason, save that Authority may Modify documentation for internal training purposes;
  - ii. use any software, product or system forming part of the Company Platform or the Services in combination with any other software, product or system, except

- through approved APIs provided by Company;
  - iii. rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for Authority's own backup purposes), or in any way transfer the underlying software in the Company Platform or the Services or use the same for the benefit of any Third-Party through any outsourcing or time-sharing arrangement or through the operation of any service bureau;
  - iv. use any software, product or system forming part of the Company Platform or the Services in contravention of specifications and system requirements; or
  - v. use, reproduce or exploit any software, product or system forming part of the Company Platform or the Services in contravention of any Third Party's IPR or Company IPR.
- F. Authority shall and shall use reasonable efforts to ensure that Authorized Users will, take reasonable precautions to help prevent any Abuse of the Company Platform or the Services.
- G. A breach by Authority or any Authorized Users of any of their obligations pursuant to Section 11.2 shall be considered a material breach by Authority, and Company shall, notwithstanding any other remedy as set forth herein or under applicable Law, have the right to deny Authority and such Authorized Users access to the Services immediately, without notice and without any liability under or in connection with this Agreement to Authority or any Authorized Users whatsoever.

## **11.2 Authority IPR**

- A. Notwithstanding anything contained in the Agreement to the contrary, Company agrees and acknowledges that Authority (or Authority's Affiliates, subcontractors or licensors or Authority Third Parties or Authorized Users, as the case may be) owns the Authority IPR and/or IPR provided to Company or its Affiliates, by or on behalf of Authority or its Authorized Users, in connection with Authority's or Authorized Users' use of the Services.
- B. Subject to the terms and conditions of this Agreement (including any restriction on use), Authority grants to Company, its Affiliates and Company Third Parties a non-exclusive, non-transferable, world-wide right during the Term of this Agreement to access and use the Authority IPR and IPR provided to Company or its Affiliates, by or on behalf of Authority or its Authorized Users, in connection with Authority's or Authorized Users' use of the Services and all documentation supplied to Company for the following purposes:
- i. for any purpose connected with the performance of the Services or the fulfilment of Company's obligations under this Agreement; or
  - ii. as required by applicable Law, demand, order (including injunctive relief), supervisory or regulatory authorities, court or government agency and by

auditors.

- 11.3 Scope Of Rights.** Authority may use the Solution on Authority's computer systems for the sole purpose of serving the internal needs of Authority's business at Airport.
- 11.4 Prohibited Acts and Uses.** Authority may not use, copy, distribute, publish, recast, translate, modify, change, revise, or alter the Solution, or any copy, adaptation, transcription, derivations, or merged portion thereof, except as expressly authorized by Company. Authority may not sell, donate, share, transfer, assign, pledge, encumber, lease, rent, license, or sublicense the Solution, or any portions, derivations, or adaptations hereof, except to a successor-in-interest of Authority's entire business who assumes, in writing, the obligations of this Agreement. No service bureau work or time-sharing arrangements are permitted unless expressly authorized by the Company. Placement on and/or use of the Solution on processors accessible through communication networks using terminals and devices not on Authority's premises is prohibited.
- 11.5 Equipment.** The Solution is designed for use on Authority-provided computer hardware specified by Company. Company reserves the right to approve in advance the use by Authority of any hardware, equipment, communication boards, and peripherals used in conjunction with the Solution which approval shall not be unreasonably withheld. Authority is solely responsible for site preparation and environmental control and stability at the location where the Solution is installed. Company has no responsibilities concerning Authority's facilities or equipment.
- 11.6 Authority's Responsibilities in use of the Solution.** Authority shall be responsible for the onsite activities associated with the installation, supervision, management, operation, and control of the Solution, including, but not limited to:
- A. Assuring proper machine configuration, program installation, operating system release level, audit controls, and operating methods;
  - B. Establishing adequate backup and disaster recovery plans;
  - C. Implementing sufficient procedures and checkpoints to satisfy Authority's requirements for security and accuracy of data input and output, as well as restart and recovery, in the event of a malfunction or loss of data; and
  - D. Designating a project manager to have overall responsibility and authority concerning the installation, operation, and management of the Solution.

It is understood and agreed between the Parties that the Solution is a Company managed service and that, notwithstanding any other provision in this Agreement, Company will coordinate with Authority to have appropriate access to the locally deployed computers for the purpose of complying with its obligations under this Agreement.

## **11.7 Proprietary Protection of Solution**

- A. Authority acknowledges that the Solution constitutes trade secrets and proprietary data of Company and that the Solution contains proprietary products licensed to Authority, which shall remain the property of Company before, during, and after termination of this Agreement. Company has sole and exclusive ownership and copyright of all right, title, and interest in the Solution and in any applications, modifications, improvements, or enhancements to the Solution, including ownership of all trade secrets and copyrights pertaining to the Solution and all works derived from the Solution, regardless of the media in which the Solution is contained, recorded, or fixed.
- B. Authority may not, at any time, disclose or disseminate the trade secrets embodied in the Solution to any person, firm, organization, or employee who does not need to obtain access thereto consistent with Authority's rights under this Agreement, unless Authority is required to disclose pursuant to applicable Law or court order. Under no circumstances may Authority copy, "unlock," de-compile, disassemble, reverse assemble, or reverse engineer the binary or object code of the Solution, as these terms are generally used in the trade. Under no circumstances may Authority disclose or disseminate any trade secrets contained in the Solution to any competitor of Company unless required to do so by Law or court order. Authority will devote its best efforts to ensure that all Authority's Personnel and all other persons afforded access to the Solution protect Company's copyrights and trade secrets against improper use, dissemination, or disclosure.
- C. Authority acknowledges that, in the event of Authority's breach of any of the foregoing provisions, Company may not have an adequate remedy in monetary damages. Company shall, therefore, be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Company's right to obtain injunctive relief shall not limit its right to seek additional remedies.
- D. Authority's obligations hereunder shall remain in effect for as long as Authority continues to possess or use the Solution.

## **11.8 Warranties Of Company; Limitations of Liability.** Company warrants to Authority that at the time of delivery of the Solution to Authority:

- A. Company has the right to furnish the Solution free of all liens, claims, and encumbrances imposed by or through Company.

- B. The Solution will perform, on an appropriately configured computer system, in the manner described in Company's published documentation. No warranty is provided by Company for any Third-Party software.
- C. Company is not responsible for any obsolescence of the Solution that (i) may result from changes in Authority's requirements, (ii) from changes in Law, or (iii) any operating systems, interface programs, or any Third-Party software used in conjunction with the Software
- D. Company shall not be responsible for, and all warranties shall be void for, any malfunction of the Solution due to Authority's unauthorized copying or Modification of the Solution, failure to properly use the Solution for its intended purpose, or failure to install, use, or maintain the Solution on Company-approved equipment.
- E. Company shall not be liable to Authority for errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Authority in conjunction with the Solution, for Authority's failure to follow Company's instructions, use of non-licensed products with the Solution, or for factors beyond Company's ability to control.
- F. IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL TORT. FURTHERMORE, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, LOSS OF REVENUE, OR FOR EXEMPLARY DAMAGES. THE PROVISIONS HEREOF ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS, OR OTHERWISE. OTHERWISE, IN ANY EVENT AND UNDER ANY THEORY OR FORM OF ACTION, INCLUDING ANY INDEMNITIES, COMPANY'S LIABILITY FOR ANY AND ALL DAMAGES IN THE AGGREGATE DURING THE TERM WILL BE \$500,000. THE OBLIGATIONS OF THIS ARTICLE WILL NOT BE LIMITED OR EXPANDED BY THE AMOUNT OF ANY INSURANCE REQUIRED TO BE OBTAINED OR MAINTAINED UNDER THIS AGREEMENT. THE LIABILITY CAP DOES NOT APPLY TO (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) PERSONAL INJURY OR PHYSICAL PROPERTY DAMAGE CAUSED BY A PARTY OR ITS AGENTS; OR (III) INDEMNITIES COVERED BY ARTICLE 12 (INDEMNIFICATION FOR THIRD PARTY CLAIMS).

## **12. INDEMNIFICATION**

- 12.1** To the maximum extent permitted by Florida law, the Company will indemnify, hold harmless and defend Authority, its members, officers, agents, and employees (each an

“Indemnified Party”) from any and all third party claims and any resulting liens, expenses, losses, costs, royalties, fines and damages awarded to such third party plus any related attorney's fees and dispute resolution costs incurred by the Indemnified Party in connection with such third party claim, directly arising out of:

- A. Injury or damage to Authority’s physical property;
- B. fines to the extent caused by Company’s violation of any Law applicable to Company;
- C. violation of any regulation, rule, order, decree, ordinance, Federal directive or Federal circular promulgated by a State or Federal legislative body and applicable to Company in its capacity as a provider of the products and services under this Agreement; and/or
- D. infringement of any patent, copyright, trademark, trade dress or trade secret rights (“Infringement Claim”)

in each case to the extent caused by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company. For clarification, the duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate outcome of the Third-Party claim. The duty to defend arises immediately upon written presentation of a Third-Party claim to the Company.

**12.2** The scope of an indemnity for any Infringement Claim shall be inapplicable to the extent the Infringement Claim arises as a result of:

- A. modifications made by Authority, its agents or subcontractors;
- B. the Authority’s combination of the Company’s Services, work product, software or materials with items not provided for under this Agreement;
- C. a breach of the Agreement by the Authority;
- D. a failure of the Authority to use corrections or modifications provided by Company offering equivalent features and functionality (except where the correction or modification provided by the Company does not relate to such failure); or
- E. Modifications made at the request of the Authority.

**12.3** Company may, in its sole discretion, perform one or more of the following to minimize or eliminate the disturbance to such Indemnified Party’s business activities, if it becomes

aware of any Infringement Claim:

- A. obtain for Authority the right to continue using any infringing item;
- B. modify the item in question so that it is no longer infringing; or
- C. replace such item(s) with a non-infringing replacement item without loss of material functionality; or
- D. if, having promptly taken the action referred to in one or more of (A), (B) or (C) and the infringement has not been brought to an end, cease to provide the affected infringing Services or deliverables (or require Authority to cease such use), and if this has a material adverse impact on the Services or materials provided hereunder, Company shall pay a full refund to Authority of any advanced payments for such Services or materials and any dispute relating to such sum shall be resolved in accordance with Article 21, Dispute Resolution.

**12.4** With respect to all Third-Party claims, the following applies:

- A. Upon Authority receiving notice of any Third-Party claim qualifying for an indemnity, it shall promptly notify Company.
- B. Authority shall provide to the Company reasonable assistance relating to any Third-Party claim at the Company's reasonable request and cost.
- C. The Company shall not settle or compromise any Third-Party claim, if such compromise or settlement:
  - 1. would assert any liability against Authority or impose any obligations or restrictions on such Indemnified Party, such as imposing an injunction or other equitable relief upon Authority; or
  - 2. does not include the third party's release of Authority from all liability relating to such Third-Party claim.
- D. Subject to the above paragraph C, Company may assume Control of the defense and settlement of any Third-Party Claim at its discretion.

**12.5** Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

**12.6** In addition to the requirements stated above, to the extent required by FDOT Public

Transportation Grant Agreement and to the fullest extent permitted by Law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- 12.7** Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 12.8** Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit at its own cost, without relieving Company of any of its obligations under this Article.
- 12.9** If the above Articles 12.1 – 12.8 or any part of Articles 12.1 – 12.8 are deemed to conflict in any way with any Law, the Article or part of the Article will be considered modified by such Law to remedy the conflict.

### **13. ACCOUNTING RECORDS/AUDIT REQUIREMENTS**

#### **13.1 Books and Records**

In connection with payments to Company under this Agreement, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation to track, calculate and charge for the Services provided under this Agreement, in conformity with generally accepted accounting standards followed by the Company. Company will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, records, research, and Work Orders related to any such payments under this Agreement. Company will not destroy any such records without the express written permission of the Authority during such five-year period.

#### **13.2 Authority Right to Perform Audits, Inspections, or Attestation Engagements**

At any time or times during the Term of this Agreement and for a period of five years following its expiration or termination, the Authority or any duly authorized representative of the Authority have the right to conduct audits, inspections or examinations of the Company's records and operations as reasonably necessary to confirm compliance with this Agreement, verify the accuracy of payments or charges, and assess performance against contractual obligations. Each audit shall be appropriately scoped based on the purpose of the review and the level of risk identified. Audits shall be conducted in a manner intended to minimize disruption to the Company's operations, and the Authority shall use reasonable efforts to coordinate scheduling and information requests. The scope of any audit may include, but is not limited to, areas or

transactions deemed material, high-risk, or central to contractual performance. Examples of audit areas include payments, service level compliance, compliance with laws, rules and regulations, and insurance-related matters. These examples are illustrative only and shall not be construed as limiting the Authority's audit rights under this clause. The Company shall provide reasonable access to records, personnel, and facilities necessary to perform any audit under this clause and shall cooperate fully with the Authority or its representatives.

Access will be granted to all of Company's records directly pertinent to any audit permitted under this Agreement as well as records of any Affiliate and any subconsultants or subcontractors that are directly pertinent to the scope of the applicable audit; provided that Company does not guarantee such access to Company's cloud hosting providers. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to the Authority or will provide records electronically in a computer-readable format acceptable to the Authority at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by Authority within fourteen (14) calendar days of receipt of the written request. If the requested documentation cannot reasonably be provided within that period due to volume or complexity, Company shall notify the Authority in writing within five (5) calendar days of the request, specifying the reason for the delay and proposing a specific date for full submission, which shall not exceed thirty (30) calendar days from the date of original receipt.

Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors (provided that it is understood that Company cannot guarantee such access to its cloud hosting providers), on matters related to the scope of the applicable audit and to retain copies of any and all records as needed to support auditor workpapers provided that all Company records shall be subject to Section 34, Non-Disclosure.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest at the Federal Reserve Bank of New York (FRBNY) prime rate on the overcharge from the date the overcharge occurred.

Approvals granted outside of the internal audit function for any Services included or not included in this Agreement do not act as a waiver or limitation of the Authority's right to perform engagements.

The Company will notify the Authority no later than seven (7) days after receiving knowledge of any findings or observation pertaining to this Agreement arising from any other audit, inspection or attestation engagement related to this Agreement and provide Authority a copy of or access to any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all

subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement. For clarification, Company's cloud hosting providers are not "subcontractors" for these purposes.

**13.3 Data Security Audits.** This Section 13.3 applies to any audits related to Company's data security obligations under this Agreement.

Company shall make available to Authority information reasonably necessary to demonstrate compliance with Company's Personal Data Processing obligations under this Agreement by making available documentation, or certifications and/or reports of audits performed by qualified, independent third-party auditors, such as Company's ISO 27001, PCI DSS certifications and/or SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) ("Company Reports").

Authority acknowledges that Company Reports will be used to satisfy any audits or inspection requests by or on behalf of Authority. If Authority reasonably considers that Company has not provided sufficient evidence of its compliance, Authority must notify Company in writing providing evidence of such concerns and Company shall use reasonable endeavors to resolve Authority's concerns. If Company is unable to resolve Authority's concerns, Company will allow Authority to perform audits, including on-site audits, as required under Data Protection Legislation, of Company's control environment and security practices. Authority audits will be subject to the following:

1. The date, time and place of the Authority audit will be mutually agreed upon between Authority and Company and it will be conducted during normal business hours and in a manner that avoids any disruption to Company's operations;
2. The audit will be conducted in accordance with Company's security-related policies and procedures to protect the security and confidentiality of its customers' data. For the avoidance of doubt, Authority's auditor will not have access to any data of other customers of Company or any systems or facilities not used in the provision of the Services; and
3. The audit will be conducted by Deloitte, KPMG, E&Y, or PWC or a globally recognized consulting firm of a similar reputation (as determined by Company, acting reasonably) and the auditor shall be required to sign an appropriate confidentiality agreement with Company and comply with Company's on-site security policies.

Authority will provide Company with a copy of the auditor's report. The Company Reports as well as any information and documentation provided by Company pursuant to this Section will be treated, or will request to be treated, by Authority as Confidential Information of Company provided that Authority will be entitled to make disclosure of such Company Reports as well as any information and documentation provided by Company pursuant to this Section as required by law or court order. Prior to any such disclosure, Authority will notify Company with reasonable

notice so as to enable Company to address any objections as permitted under applicable law and/or the court order.

#### **14. INSURANCE**

Company must maintain the following limits and coverages uninterrupted or substantially amended resulting in failure to meet the requirements herein through the Term of this Agreement. In the event the Company becomes in default of the following requirements, the Authority reserves the right to terminate this Agreement after providing Company with notice of such default and fifteen (15) Days opportunity to cure. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability and Cyber and Professional Indemnity will provide that the Authority is included as additional insured for U.S. carried insurance (i.e., not global policies).

##### **14.1 Required Coverage - Minimum Limits**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including additional insured and waiver of subrogation endorsements. To the extent U.S. policies do not provide the applicable limits, such limits can be obtained via stacking with global policies.

##### **14.2 Commercial General Liability Insurance**

The minimum limits of insurance covering the Services performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	<u>Agreement Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

##### **14.3 Workers' Compensation and Employer's Liability Insurance**

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000

Disease – Each Employee \$1,000,000

**14.4 Business Automobile Liability Insurance**

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Combined single limit (Each accident) \$1,000,000

**14.5 Commercial General Liability Insurance**

The minimum limits of insurance covering the Services performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

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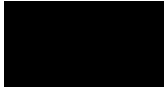
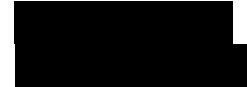
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**14.10 Waiver of Subrogation**

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

**14.11 Incident Notification**

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant-owned property or Third-Party property.

**14.12 Authority Claims, Issues, or Complaints**

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

**14.13 Conditions of Acceptance**

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time (the Authority will notify Company of any material amendments as determined by the Authority) and can be downloaded from Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Business > Procurement > Policies-Procedures > Insurance –Suppliers. The Authority represents that the terms and conditions of this Section 14 are in conformity with Authority Standard Procedure S250.06 as of the Effective Date. Provided, however, if circumstances change after the Effective Date and the Authority requires Company to purchase additional insurance due to such change in circumstances as a condition to continuing with the Authority's use of the Services, then (i) it shall notify Company of such additional insurance requirement ("Additional Insurance Notice"), (ii) and, upon request from Company, engage in good faith discussions regarding the need for such additional insurance, and (iii) if Company does not purchase such additional

insurance within 60 days of the Additional Insurance Notice, then Authority may terminate the Agreement upon notice to Company.

## **15. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, Company, for itself, its assignees and successors in interest, agrees as follows:

**15.1 Compliance with Regulations.** Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.

**15.2 Nondiscrimination.** Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (P.L. 100-259), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et se), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and
- I. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**15.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.

**15.4 Information and Reports.** Company will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

**15.5 Sanctions for Noncompliance.** In the event of Company's noncompliance with the nondiscrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to,

- A. withholding of payments to Company under this Agreement until Company complies, and/or;
- B. canceling, terminating or suspending this Agreement, in whole or in part.

**15.6 Incorporation of Provisions.** Company will include the provisions above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Company's cloud hosting providers (currently Microsoft Azure) are not considered a subcontractor or subconsultant for purposes of this Article. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

## **16. AUTHORITY APPROVALS**

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by the Authority, it is understood that the CEO or a designee of the CEO is hereby empowered to act on behalf of the Authority.

## **17. DATA SECURITY**

### **17.1 Authority Data**

Company will not attempt to access, and will not allow its Personnel access to, Authority Data or Third-Party data that is not required for the performance of the Services under this Agreement by such Personnel.

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.

Company is obligated to use industry standard measures to maintain the confidentiality and security of all Authority Data in connection with the performance of the Services.

Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and Authority compliance requirements under industry regulations and state and federal Law.

Company understands and acknowledges that, to the extent that performance of its obligations under this Agreement involves or necessitates the Processing of PII, Company will act only on Instructions and directions from Authority.

If Authority is required to provide or rectify information regarding an individual's PII, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.

Company must implement procedures to minimize the collection of PII.

### **17.2 No Virus/Surreptitious Code**

Each Party shall (and Authority shall ensure the Authorized Users and their Third-Parties in connection with the use of the Services and Company Platform shall) at all times utilize good industry practices in the information technology industry with respect to comparable services and performance standards to prevent the introduction of Viruses into the Company Platform and/or Authority's systems environment. If a Party breaches the foregoing obligation and a Virus is found to have been introduced by that Party (or Authorized User or its Third Party) as a result of such breach, then such Party shall (at its own cost) provide reasonable assistance to the other Party to mitigate the effects of such Virus and reimburse such other Party for any effort of that

Party, to eradicate and repair the damaged applications and systems as a result of the introduction of such Virus. The introduction by Authority or an Authorized User of a Virus into the Company Platform shall give rise to a Savings Event.

### **17.3 Data Protection Laws**

Each Party will comply with all applicable data protection Laws applicable to the Party in their respective capacities under this Agreement in connection with the Services.

### **17.4 Security Vulnerability Management**

Company shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of system remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed systems or systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

### **17.5 Notice to Authority**

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority regarding data security; provided that (i) Company has been given written notice of such measures and procedures in writing and given reasonable time to come into compliance with such measures and procedures and (ii) in the event any such measures or procedures promulgated after the Effective Date have a material adverse impact to Company as determined by the Parties, then (i) the Parties will discuss the matter in good faith with the goal of avoiding such impact, and (ii) if such material impact is not properly addressed in either Party's determination, the impacted Party may, without incurring any liability, terminate this Agreement upon notice of no more than the earlier of (a) the day such measure or procedure comes into effect, or (b) three (3) months. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority Data or Third-Party data, Company will promptly, (a) notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery and confirmation of such Data Breach; and (b) If the applicable Authority Data or Third-Party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and implement appropriate measures designed to cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons affected by a Personal Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Marketing, Communications, and Strategy prior written approval unless required by applicable Law.

### **17.6 Data Breach Responsibilities**

Upon discovery of an actual or reasonably suspected Data Breach resulting in loss, or unauthorized use, access, or disclosure of Authority Data that was in Company's possession at the time of such Data Breach, Company must promptly provide details regarding the incident, its mitigation efforts, and its corrective action designed to prevent a future similar incident. Company must fully cooperate with Authority in connection with such Data Breach and is solely responsible for:

- A. investigating and resolving problems with Company's systems and networks that created any data privacy or security issues contributing to the Data Breach;
- B. upon request, providing Authority with an AAR of the Data Breach;
- C. notifying any affected persons and impacted parties (solely at Authority's direction) and governmental regulators, if required by Law and as applicable;
- D. recovering affected data or information, to the extent possible; and
- E. upon request, providing Authority with a corrective action plan acceptable to Authority.

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

In the event of a Personal Data Breach, Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by Law in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

### **17.7 Incident Response Costs**

In the event of any Personal Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals, subject to the limitations of liability under this Agreement.

## **18. USE OF ARTIFICIAL INTELLIGENCE**

Artificial Intelligence (AI) means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

Any use of AI including, but not limited to generative AI, via platforms, tools, and software by

each party must be consistent with Law applicable to that party.

To maintain the security of Authority Data and IT systems, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data obtained pursuant to this Agreement into AI without the prior written consent of the Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include but are not limited to: design, planning, decision making and on-site operations. Contracting by Authority for the use of the Services shall be considered as prior consent.

The Company shall not use Authority Data obtained pursuant to this Agreement as training data for any AI models or algorithms that will be used by any Third-Party organization or individual outside of the Company, without the express written consent of the Authority. The Company shall take reasonable measures to ensure that Authority Data obtained pursuant to this Agreement is not inadvertently used as training data for any such Third-Party organizations or individuals and shall promptly notify the Authority in the event of any such unauthorized use or disclosure of Authority Data.

Company's request for approval to use AI must be submitted in writing and should contain (at a minimum) the following:

- A. The specific Authority Data to be used;
- B. The purpose and intended use of the AI;
- C. The potential benefits and risks associated with using the AI;
- D. The measures in place to ensure data security and confidentiality;
- E. The mechanisms in place for ensuring compliance with applicable Laws including but not limited to data privacy and data protection Laws; and
- F. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.

Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services using Authority Data obtained pursuant to this Agreement.

To maintain the confidentiality of Authority Data, Company must only share information with approved Personnel and must not input Sensitive Security Information (SSI) marked as such by Authority into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other Third-Parties into any non-approved AI application. Company should contact the Vice President of ITS if it is unsure whether it should input certain information.

Company must implement robust security measures to protect the Authority Data from unauthorized access, use or disclosure if included in the Company's AI applications. This includes but is not limited to access controls limiting data access to authorized Personnel only and appropriate security audits and assessments.

Company must be able to demonstrate that AI usage follows industry standards to help ensure against unauthorized use and Third-Party infringement.

Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.

Upon termination of this Agreement, Company agrees to return all Authority Confidential Information to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases except as required for archival purposes or to otherwise comply with applicable Law.

Notwithstanding anything to the contrary stated herein, Company and its Affiliates may collect and analyze data and information related to the provision, use and performance of the Services and related systems and technologies related thereto ("Insights") for internal business purposes (e.g., statistical, financial, accounting and the improvement of Company's products and services). Insights may be disclosed to Customer and other users of Company services. If Provider discloses Insights externally, all such Insights shall be anonymized and aggregated prior to any disclosure and will not include any PII.

## **19. DISPUTE RESOLUTION**

### **19.1 Claims and Disputes**

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Agreement. The responsibility to substantiate claims will rest with the Party making the claim.
  
- B. If for any reason Company needs to perform Services that are not specifically identified in this Agreement for which Company seeks payment, Company will notify Authority in writing (e-mail is acceptable) of its intention to claim such additional payment. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of any request for additional payment unless any such delay in notice was due to ongoing discussion between the Parties related to the matter.

- C. Such written notice of intention to make a claim for additional cost must be made within twenty (20) days after Company recognizes and confirms the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost has been completed, Company will, within sixty (60) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Agreement and maintain effective progress to complete the work within the time(s) set forth in this Agreement.
- F. The making of final payment for this Agreement may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Agreement and unsettled;
  - 2. Failure of the work to comply with the requirements of this Agreement;
  - 3. Terms of special warranties required by this Agreement; and
  - 4. Latent defects.

## **19.2 Resolution of Claims and Disputes**

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, or such other time period as may be agreed by the Parties, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a Party intends to be accompanied at a meeting by legal counsel, the other Party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Agreement responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as

necessary to this meeting. If a Party intends to be accompanied at a meeting by legal counsel, the other Party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional non-privileged and relevant information from Company which will be promptly provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in accordance with the Applicable Law and Venue Article below.

## **20. NON-EXCLUSIVE RIGHTS**

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

## **21. LAWS, REGULATIONS, ORDINANCES, AND RULES**

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local Laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives, applicable to Company in its capacity as a provider of the Services hereunder, as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport, (collectively "Law"). Company, its officers, employees, agents, subcontractors, and those under its control, will comply with all Laws (which further include all safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with Laws and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to

any other remedies available to Authority, Company will be responsible and will reimburse Authority the full amount of any such monetary penalty. If Authority receives notice from any governing body relating to an alleged violation of Law by Company, Authority shall promptly provide notice to Company of same and otherwise cooperate with Company in good faith to help Company confirm the facts and circumstances giving rise, and otherwise related, to such alleged violation. Any monetary penalty finally determined must be paid by Company within the greater of 15 days from the date of written notice from Authority or the date that the governing authority requires the penalty to be paid. In the event any change in Law that applies to Company's provision of Services hereunder results in a material adverse impact to Company, then (i) Company may request that the Parties discuss the matter in good faith with the goal of avoiding the material adverse change, and (ii) if such material adverse change is not properly addressed in the Company's reasonable determination, then Company may terminate this Agreement upon notice of no more than the earlier of (a) the day such change in Law comes into effect, or (b) three (3) months.

## **22. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

The Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

**22.1** Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Agreement.

**22.2** Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable Law.

**22.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Law for the duration of the Term of this Agreement and following completion of the Term of this Agreement.

**22.4** Upon completion of the Term of this Agreement, keep and maintain public records required by the Authority to perform the Services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is

compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed. In the event the Authority receives a request for this Agreement or any records related to this Agreement that Authority is required to produce pursuant to Law, then Authority will provide Company with notice of such request to enable Company to assert any exemptions that Company believes applies to such records and documents under the Law.

**23. CONTRACT MADE IN FLORIDA**

This Agreement has been made in and shall be construed in accordance with the Laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

**24. NOTICES AND COMMUNICATIONS**

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:  
(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION  
AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P.O. BOX 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: CHIEF EXECUTIVE OFFICER

OR (HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION  
AUTHORITY  
SKYCENTER ONE  
5411 SKYCENTER DRIVE  
SUITE 500  
TAMPA, FLORIDA 33607-1470  
ATTN: CHIEF EXECUTIVE OFFICER

TO Company:

(MAIL DELIVERY)  
AMADEUS AIRPORT IT AMERICAS,  
INC.  
7022 TPC DRIVE, SUITE 100  
ORLANDO, FL 32822  
ATTN: AUGUSTO DE MACEDO  
SANTOS

OR (HAND DELIVERY)  
AMADEUS AIRPORT IT AMERICAS,  
INC.  
7022 TPC DRIVE, SUITE 100  
ORLANDO, FL 32822  
ATTN: AUGUSTO DE MACEDO SANTOS

or to such other address as either Party may designate in writing by notice to the other Party

delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

## **25. SUBORDINATION OF CONTRACT**

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

## **26. SUBORDINATION TO TRUST AGREEMENT**

This Agreement and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments, provided any such resolution will not impose material financial obligations upon Company in excess of those stated in under this Agreement.

## **27. ASSIGNMENT AND SUBCONTRACTING**

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority provided that such consent is not required when the assignment is (i) to the Company's Affiliate for tax or other corporate reorganization purposes, or (ii) part of a merger/acquisition of Company's assets relating to the provision of the Services. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

## **28. EMPLOYEE PARKING**

Nothing in this Agreement shall be deemed to require Authority to provide parking to Company's Personnel. Authority may provide parking accommodations to Company's Personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such event, Company's Personnel shall be required to park within the designated areas.

### **29. APPLICABLE LAW AND VENUE**

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

The Company hereby waives any claim against the Authority and the indemnified Parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

### **30. SCRUTINIZED COMPANIES**

Company is required to complete Exhibit B, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit B for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5), has been placed on the Scrutinized Companies with Activities in Sudan List, has been engaged in business operations in Cuba or Syria, has been placed on a list created pursuant to Florida Statutes Section 215.743 related to scrutinized active business operations in Iran, has been placed on the Scrutinized Companies or Other Entities that Boycott Israel list, or is engaged in a boycott of Israel.

### **31. ANTI-HUMAN TRAFFICKING LAWS**

Company is required to complete Exhibit C, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Agreement is executed and to complete a new Exhibit C for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 787.06 if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking as provided in Florida Statute Section 787.06(14).

### **32. RELATIONSHIP OF PARTIES**

Each Party is and will be deemed to be independent of the other Party. Neither Party has the authority to represent the other Party in any manner except solely as may be agreed to in a separate writing. Except as expressly stated in this Agreement, this Agreement does not create any joint venture, agency, or other relationship between the Parties.

### **33. RIGHT TO AMEND**

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase or decrease in the charges provided for hereunder.

### **34. NON-DISCLOSURE**

All Confidential Information disclosed or provided by either Party to the other Party under this Agreement will not be disclosed by the receiving Party, whether or not provided before or after the date of this Agreement.

Confidential Information will remain the exclusive property of the disclosing Party and will only be used by the receiving Party for purposes permitted under this Agreement. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose which might be directly or indirectly detrimental to the disclosing Party or any of its Affiliates or subsidiaries.

The receiving Party will use industry standard measures to prevent the unauthorized use, access, acquisition, disclosure, dissemination or publication of the Confidential Information. Receiving Party agrees that it will cause its employees and representatives who have access to the disclosing Party's Confidential Information to comply with these provisions and the receiving Party will be responsible for the acts and omissions of its employees and representatives with respect to the disclosing Party's Confidential Information.

The receiving Party agrees that any disclosure of the disclosing Party's Confidential Information by the receiving Party's employees and/or representatives will be deemed a breach of this Agreement, provided that disclosures required by and subject to applicable Law or court order will not be considered a breach. The Parties agree that in the event of any breach or threatened breach by the receiving Party of its non-disclosure obligations, the disclosing Party may obtain such legal remedies as are available, and, in addition thereto, may seek equitable relief as may be necessary to protect the disclosing Party.

The non-disclosure obligations imposed on the Parties under this Article will survive the expiration or termination, as the case may be, of this Agreement and the obligation will last indefinitely.

### **35. WAIVERS**

No waiver by either Party at any time of any of the terms, conditions, covenants, or agreements of this Agreement or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Agreement herein contained, nor of the strict and prompt performance thereof by the other Party. No delay, failure or omission

of a Party to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by a Party will be required to restore or revive time as being of the essence hereof after waiver by the Party or default in one or more instances. No option, right, power, remedy or privilege of a Party will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given by a Party to the other Party under this Agreement are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by Law, and that the exercise of one right, power, option or remedy by a Party will not impair its rights to any other right, power, option or remedy.

### **36. EXPORT OF PRODUCTS**

If either Party exports software, databases or documentation, then that Party assumes liability for complying with applicable Laws and regulations and for obtaining required export and import authorizations. Neither Party will export or re-export software, databases or documentation or any technical data in violation of applicable export regulations.

### **37. EXPORT RESTRICTIONS**

Authority shall not export, directly or indirectly, the Solution or any other technical data received from Company, in violation of Law. Authority shall not export, transmit, or broadcast, directly or indirectly, the Solution or technical information therefrom acquired from Company under this Agreement to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from Company and the United States Department of Commerce and other authorized agencies of the United States government when required by an applicable statute or regulation. Authority represents and warrants that the Solution will not be provided, either directly or indirectly, to any of the following countries or to any national or resident thereof, unless Authority has obtained prior written authorization of Company and the United States Department of Commerce: Cuba, Libya, Iran, Iraq, Sudan, Syria, North Korea, and any country embargoed by executive order. Upon notice to Authority, Company shall have the right to modify this list to conform to changes in the United States Export Control Regulations.

### **38. TENANCY**

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto.

### **39. AMERICANS WITH DISABILITIES ACT**

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor Laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority

concerning the same subject matter.

**40. E-VERIFY REQUIREMENT**

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

**41. INVALIDITY OF CLAUSES**

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Agreement, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by Law.

**42. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Agreement which are severable shall be unaffected.

**43. HEADINGS**

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will Control.

**44. PUBLIC ENTITY CRIME**

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

**45. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT**

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement.

**46. CONTRACT CHANGES**

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Agreement:

- A. a change in the Scope of Services, if any;
- B. a change of the Agreement amount, fees, hourly rates or other costs, if any;
- C. a change of the basis of payment, if any;
- D. a change in Agreement time, if any; and
- E. changes to the terms and conditions of this Agreement.

#### **46.1 Claim for Payment**

Any claim for payment for changes in the Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Services unless such revised Services are specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Services will be performed under applicable provisions of this Agreement, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

#### **46.2 Right to Carry Out the Services**

If Company defaults or neglects to carry out the Services in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another Company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

#### **47. FORCE MAJEURE**

Except for the obligation of payment for Services delivered, neither Party shall be liable to the other Party or any person for any default or delay in the performance of any of its obligations under this Agreement, if and to the extent such default or delay is caused directly or indirectly by a Force Majeure Event.

#### **48. USER ORIGINATING PROBLEM**

If Company detects a problem originating outside of Company's infrastructure and coming from Authority, it's contractors or authorized end users, Company may:

**48.1** undertake necessary steps (in Company's reasonable opinion), proportionate to the

impact or risk of the problem, to mitigate the impact or resolve the problem; and/or

**48.2** promptly initiate a crisis management call with Authority to determine the necessary actions to avert, mitigate or resolve the problem.

**49. COMPLETE CONTRACT**

This Agreement represents the complete understanding between the Parties, and any prior contracts, agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto unless provided otherwise within the terms and conditions of this Agreement.

**SCHEDULE 1 – OPERATIONAL & DELIVERY PRINCIPLES**

	<b>Company Service</b>	<b>Limitations, Dependencies or Clarifications</b>
<b>SUPPORT SERVICES</b>	<b>End-User Help Desk Services</b>	
	N/A	
	<b>ASC Services</b>	
	<p>Company ASC shall provide functional and technical help-desk support services to the Authority’s end-user help desk and field support services staff.</p> <p>Access to web-based Company CSM Portal as well as a telephone number, will be made available by Company to the Authority help-desk for access to the Company ASC services.</p> <p>The functional and technical support services shall be provided for functional and technical issues experienced by Authority in its use of the Ongoing Services: 24/7/365</p> <p>Company shall receive and retain overall responsibility and ownership of all contacts handled by its Company ASC until resolution and closure of the case.</p>	<p>Dependent on the end-user help desk services &amp; field support services to be provided by Authority.</p>
<b>ISSUE &amp; PROBLEM MANAGEMENT</b>	<p>Company shall, in accordance with Company’s standard procedures:</p> <ul style="list-style-type: none"> <li>• receive case reports from the Authority help-desk and categorize and document the relative importance of each case according to the Priority Levels;</li> <li>• provide notification to Authority of critical Outages and otherwise provide Authority with regular progress updates of the related records;</li> </ul>	<p>Authority shall</p> <ul style="list-style-type: none"> <li>• log all Cases, in the designated Company CSM Portal, communicating in English.</li> <li>• provide information and support in the process of Issue management in order to ensure timely Issue Recovery and problem resolution and closure of records following resolution.</li> <li>• close returned Cases, that are recovered and/or resolved and/or invalid, with 72hrs of the Issue reassignment in the designated Company CSM portal</li> </ul>

	Company Service	Limitations, Dependencies or Clarifications
	<ul style="list-style-type: none"> <li>• undertake an Issue review analysis of the Incident, where necessary;</li> <li>• engage in Incident resolution;</li> <li>• refer a Case, where the root cause of the Issue resides with the Authority, back to the Authority help-desk;</li> <li>• monitor, control and manage all cases arising within the Company Platform environment relating to the Ongoing Services using an automated Company Customer Service Management (CSM) Portal;</li> <li>• perform proactive and reactive troubleshooting and cases management including proactive monitoring, logging, tracking, escalation, review and reporting (historical and predictive) for all cases;</li> <li>• escalate unresolved Incidents in accordance with escalation paths set out in the Authority Service Plan.</li> <li>• give Authority access to web-based Company CSM Portal for reporting cases within the Company IT Service Management system.</li> </ul> <p>A user originating problem shall constitute a Savings Event and Company shall:</p> <ul style="list-style-type: none"> <li>• have the right to immediately suspend the affected Service(s), and/or disable the relevant connection(s), access or applications, content and/or systems (including to the Company Platform and the Application Services and</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that Company can access the Services and equipment when required by Company to install or provide software updates.</li> </ul> <p>Authority acknowledges that for Issue management (troubleshooting, preventing, detecting and repairing Issues) of CompanyPlatform and the Services, Company designated tool may monitor and log Authority, Authorized users and Authority Third-Parties activity when accessing and/or using such tool.</p>

	<b>Company Service</b>	<b>Limitations, Dependencies or Clarifications</b>
	<p>Authority, Authorised Users and their Third Parties IPR__if Company reasonably determines this to mitigate be the source of the User Originating Problem, to the extent necessary to mitigate the impact of such problem; and</p> <ul style="list-style-type: none"> <li>• promptly following any decision to suspend, initiate a crisis management call with Authority to discuss and attempt to identify the source of the User Originating Problem and potential remedies.</li> <li>• Authority shall (and shall procure that its Authorised Users and its and their Third Parties shall) ensure that their systems, applications and use of the Services shall not result in a User Originating Problem.</li> </ul>	
<b>CAPACITY MANAGEMENT</b>	<p>Company shall:</p> <ul style="list-style-type: none"> <li>• monitor system utilization, capacity limits and expected capacity needs of the Company Platform;</li> <li>• review Company’s capacity requirements to ensure sufficient capacity is available to deliver the Application Services in accordance with the performance standards of this Agreement; and</li> <li>• analyze Authority capacity requirements and quantify the impact on the capacity of the Company environment to deliver the Application Services.</li> </ul>	<p>Authority and Company shall exchange capacity forecasts periodically as required to enable Company to plan and manage the capacity requirements for the delivery of the Services to Authority.</p>
<b>IT SERVICE CONTINUITY</b>	<p>Company shall provide IT business continuity services at the Company Data Centre.</p>	

	Company Service	Limitations, Dependencies or Clarifications
	<p>Company shall perform back-up and recovery procedures on the Company Platform to support continuity of the Application Services. This will include processes to reduce disruption to the Application Services and preventative measures and recovery controls to sustain Company operations and recover the Application Services.</p> <p>Subject to the provisions of Savings Clause and Force Majeure of this Agreement, these IT business continuity services will be performed when there is, for example, an unexpected significant increase in resource demand, a processor fails or any such similar event which disrupts the delivery of Application Services. In such circumstances, Company will undertake one or several actions comprising, for example, use of fallback hardware or processor, automatic failover or restore and load balancing and/or re-routing of network, subject to availability of capacity and resources within the Company Data Center.</p>	
<p><b>SOLUTION MAINTENANCE AND SUPPORT</b></p>	<p>Company shall:</p> <ul style="list-style-type: none"> <li>perform preventive maintenance of the systems and applications underlying the Company Platform, including performing application tuning, code restructuring and other initiatives aimed at improving the operational efficiency and reliability of programs and minimising ongoing maintenance requirements;</li> </ul>	<ul style="list-style-type: none"> <li>Company utilizes an endpoint management system tool that, with Authority approval, deploys software remotely, automates the application of patches and empowers remote management to endpoints in the Services that Company supports. To achieve this, Company requires Authority and Authority agrees (and agrees that it's Authorized Users and third parties have agreed) at its expense to implement secure connectivity, with Authority</li> </ul>

	<b>Company Service</b>	<b>Limitations, Dependencies or Clarifications</b>
	<ul style="list-style-type: none"> <li>• analyse the nature and cause of faults and perform fault reproduction as appropriate;</li> <li>• recover Issues that do not require code changes as well as recover and resolve Problems requiring code changes and design, write, program, test, distribute, install, implement and document code changes and fix all Issues according to the Priority Levels;</li> <li>• recover Issues associated with database(s) and, if applicable, Company Platform or Application Services software;</li> <li>• maintain documentation and manage metadata, including a current inventory of systems, system properties, code libraries, data definitions, data model and system documentation relating to the Company Platform and the Application Services; and</li> <li>• Company give Authority reasonable (and in any event not less than three (3) months') notice and documentation of any updates, upgrades or modules to be implemented.</li> </ul>	<p>approval, to enable Company to connect and access Authority's or the Airport's internet breakout firewall as instructed by Company. Authority acknowledges that Authority's failure to implement such connectivity in accordance with these provisions may impact the Services, support thereof, services levels and Company ability meet the applicable performance standards and contracted obligations and shall constitute a Savings Event and Company will have no liability to Authority, its Authorised Users or any third party for Issues or degradations to the Services that occur as a result.</p>
<b>PLATFORM MANAGEMENT</b>	<p>The Agreement shall define the environments (e.g. Production Environment, one or other or all Testing Environments, Training Environment etc) which shall be available to support the Services under the Agreement,</p>	
	<b>Production Environment</b>	
	<p>Company shall perform the following Services to support the operation of the Production</p>	

	Company Service	Limitations, Dependencies or Clarifications
	<p>Environment:</p> <ul style="list-style-type: none"> <li>• manage the Production Environment and perform system maintenance activities such as system tuning, updates to system and application software, system upgrades and configuration design changes for all platforms associated with the Company Platform;</li> <li>• monitor the performance of on-line interactive traffic and take appropriate action to resolve system-related Issues including escalating, where appropriate, to the appropriate support group;</li> <li>• monitor the transmission of files between Company and Authority, and Company and any third party recipient as required to deliver the Application Services;</li> <li>• manage, maintain, perform, monitor and control on-line and batch data feeds to ensure completion of processing within the agreed time periods;</li> <li>• perform all production control and scheduling functions including responding to requests from Authority for priority job execution and promptly notifying Authority if priority requests will affect the timely completion of other tasks or have an impact on the provision of the Application Services;</li> <li>• manage physical and logical databases, including database maintenance and administration to ensure the integrity of the</li> </ul>	

	<b>Company Service</b>	<b>Limitations, Dependencies or Clarifications</b>
	<p>databases which support the Company Platform;</p> <ul style="list-style-type: none"> <li>• support regular and necessary backup and recovery activities;</li> <li>• provide storage management and ensure sufficient storage capacity to support the Company Platform; and</li> <li>• perform periodic and emergency systems maintenance in order to deliver the Application Services.</li> </ul>	
<b>NETWORK SERVICES</b>	<b>Point of Demarcation</b>	
	<p>Company and Authority shall interconnect their networks at the Point of Demarcation which shall be the Company Data Centre unless otherwise set out in the Service Delivery Model for the Application Services (attached to the Agreement). Company shall provide the Application Services running on the Company Platform to such Point of Demarcation.</p>	
	<b>General Provisions relating to Network Services</b>	
	<p>Company is only responsible under the Agreement (whether arising out of breach of contract, warranty, negligence, strict liability in tort or otherwise) for Ongoing Services in relation to the Company Network Services selected in the Service Delivery Model</p> <ul style="list-style-type: none"> <li>• The default Company Network Services applicable, where required, are Company Airport Link Internet unless otherwise specified in the Supplement.</li> </ul>	<ul style="list-style-type: none"> <li>• For Airport Link Internet VPN the Company Network Services do not include any www Internet traffic (e.g. Authority website) or email traffic.</li> <li>• Other non-Company Platform traffic (e.g. reservations traffic) is considered as optional and will be priced separately if requested.</li> <li>• The Authority is required to continue contracting separately with their chosen local supplier for the Airport LAN services.</li> </ul>
	<b>Company Airport Link Internet VPN</b>	
	<p>Airport Link Internet VPN is a half managed service. Unless otherwise specified in the Service Delivery Model, Company shall implement the following services which enable the public internet for connectivity to the Airport. Using the internet it is possible to establish a Peer to Peer</p>	<p>The management of the connection is shared between Company and the Authority as each Party is responsible for their own side of the connection.</p> <p>Company and Authority shall jointly deploy an IPSec VPN connection between the Company Data Centre and the Airport. The connection will carry the traffic relating to</p>

	Company Service	Limitations, Dependencies or Clarifications
	<p>connection using a Virtual Private Network (VPN). This will connect the Airport to the Company network in the designated Company Data Centre, where access to subscribed applications will be given.</p> <p>This means that the Authority may set up the required number of IP addresses on a local LAN and via its chosen hardware device create his virtual network (VPN) over the public internet. The VPN uses the IPSec protocol which provides the necessary encryption to secure the data being exchanged between each peer and is commonly known as IPSec VPN Tunnel.</p> <p>It is secured via IPSec VPN Tunnel or other security protocol.</p> <p>Company shall be responsible for the following:</p> <ul style="list-style-type: none"> <li>• providing standard workflow documents to assess the suitability of the Airport to receive Airport Link Internet VPN.</li> <li>• providing standardised workflow management methods to guide the Authority during the implementation process/es.</li> <li>• providing an indication of the bandwidth requirements based on the questionnaire answers. The questionnaire forms part of the standardised workflow management.</li> <li>• managing Company’s own IPSec VPN Tunnel configuration, VPN Peer, Internet Connection at the Company Datacenter.</li> <li>• it is expected that the Airport(s) will use public IP addresses, but</li> </ul>	<p>the Application Service from the Authority Premises Equipment (CPE) located in the Airport Core Room over the public internet to the Company Data Centre.</p> <p>Airport Link Internet VPN depends on the Authority providing their own internet services with their chosen Internet Service Provider (ISP).</p> <p>Authority will arrange the service level of their choice with the Authority ISP.</p> <p>The Authority may choose its own network interface device, router, firewall, server or gateway but it must be compatible with the IPSec protocol and with the security parameters requirement from Company.</p> <p>Authority shall be responsible for:</p> <ul style="list-style-type: none"> <li>• assistance with Airport Authority in granting Company network access to Airport Core Rooms.</li> <li>• testing the Airport Link Internet VPN connection.</li> <li>• contracts with local supplier for the Airport LAN services.</li> <li>• provide sufficient information to allow Company to implement Airport Link Internet VPN</li> <li>• providing sufficient information in Case reports from its 1st Level Help-Desk to Company Second Level Help-Desk to allow Company to trouble-shoot Issues.</li> </ul> <p>Out of Scope</p> <p>Authority will be required to continue contracting separately with their chosen local supplier for the Airport and local LAN services. Company will not directly support any issues arising from communication failure between the Airport and the VPN Peer in the Company Data Centre.</p> <p>Traffic from internet traffic (e.g. Authority website) with email traffic is excluded from the scope of Authority Link Internet VPN, unless otherwise agreed by the parties.</p>

	Company Service	Limitations, Dependencies or Clarifications
	<p>in the event that there is a preference to use addresses from the private IP range, Company will advise on any collisions with the existing range on the Company network.</p> <ul style="list-style-type: none"> <li>• In the event that there is a disruption in service delivery to the VPN Peer in the Company Data Center, Company will assist by eliminating the possibility of any interruption in service created from the VPN peer in the Company Data Center to the Amadeus network, but will not assume any responsibility for the Airport/s chosen ISP service.</li> <li>• Company shall share with Authority the initial configuration of an IPSec VPN Tunnel at Company. The IP network will be sized by the Authority and its ISP to carry the prescribed Application Service traffic between the Airports and the Terminating PoP at the Amadeus Data Centre.</li> <li>• Amadeus will enable Amadeus Network Services from VPN Peer in designated Amadeus Data Centre to the Amadeus Network in designated Amadeus Data Centre. The ISP, Airport LAN, and the terminals are out-of-scope for this service.</li> </ul> <p>Each Airport should be connected using an appropriately sized communications link.</p> <p>If Airport Link Internet VPN is introduced through the Change Control Procedure the following applies:</p>	

	<b>Company Service</b>	<b>Limitations, Dependencies or Clarifications</b>
	<ul style="list-style-type: none"> <li>• As soon as reasonably practicable after the Effective Date of the Contract Change by which the Airport Link Internet VPN have been introduced to the Agreement, Company and Authority shall hold a meeting/conference call to discuss and agree the scope, timeline, and the manner in which the Airport Link Internet VPN will be implemented</li> <li>• Authority understands and agrees that completion of the implementation in a timely manner is contingent upon Authority's full and timely co-operation in fulfilling service dependencies set out in this Schedule 11. Company may adjust any estimated dates for completion of the implementation equitably to account for any delays caused by Authority</li> </ul>	
	<b>Other Network Service</b>	
	<p>In the event that Authority requires network connectivity to another location and/or other solution than Company Airport Link Internet VPN, and to the extent that Company can reasonably provide such additional services, Company shall provide a technical and commercial proposal for such additional services, and if accepted, such additional services shall be documented in a separate agreement to be entered into by the parties.</p>	<p>Authority shall</p> <ul style="list-style-type: none"> <li>• support and perform all Authority actions, tasks and dependencies to implement the network connectivity.</li> <li>• provide Company with a list of network devices, traffic volumes, locations and other such information necessary for the provision of the Services and will ensure the currency of the information.</li> <li>• Ensure its network devices, including terminals and peripherals, will use Authority public IP addresses or, if Authority prefers to use private IP addresses, an address range previously agreed between Authority and Company to interface the Authority's network with</li> </ul>

	<b>Company Service</b>	<b>Limitations, Dependencies or Clarifications</b>
		<p>the Company Network at the Point of Presence.</p> <ul style="list-style-type: none"> <li>• procure and manage any interconnection necessary between Authority multiple sites to connect to the Company Network infrastructure at the Point of Presence; and</li> <li>• provide network connectivity to Authorised Users and related Third Parties as necessary.</li> </ul>
<b>SITE INFRASTRUCTURE</b>		<p>Authority shall be responsible for preparing the site with all electrical, data, environmental and safety facilities and to secure all necessary permissions and consents are released.</p>
<b>THIRD PARTY SUPPLIER MANAGEMENT COOPERATION WITH THIRD PARTIES</b>	<p>Company shall offer reasonable co-operation, assistance and information to the Authority's Third Parties:</p> <ul style="list-style-type: none"> <li>• providing services to Authority that depend on performance by Company of the Ongoing Services; or</li> <li>• performing Authority obligations or dependencies under this Agreement on behalf of Authority,</li> </ul> <p>to the extent necessary to enable their provision of such services or performance of such obligations. This assistance shall be chargeable to Authority on a Time and Materials basis.</p> <p>Authority shall procure (at its own cost) that the Authority Third Parties are open and co-operative and provide reasonable assistance to Company and Company's Affiliates, subcontractors and Company Third Parties in connection with this Agreement. This assistance shall include explaining the manner in</p>	<p>At Company's request, Authority shall procure that its Third Party enters into a mutually agreed non-disclosure agreement prior to disclosing such information to such Authority Third Party.</p>

	Company Service	Limitations, Dependencies or Clarifications
	<p>which the Authority Third Parties provide services to Authority as is reasonably necessary for Company to provide the Services to Authority. Where the Authority Third Parties may be disclosing commercially sensitive information, such Authority Third Parties may require that Company enters into a non-disclosure agreement with such Authority Third Party on reasonable terms prior to disclosing such information to Company. For the avoidance of doubt, Authority retains responsibility for any incumbent provider of services similar to the Services as a Authority Third Party, and shall procure performance from such incumbent provider in a manner that enables performance by Company of its obligations under this Agreement in accordance with this Agreement (including in relation to the Implementation Services).</p>	

**IN WITNESS WHEREOF**, the parties hereto have set their hands on this 4<sup>th</sup> day of June, 2026.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST:  
\_\_\_\_\_  
Harry Cohen, Assistant Secretary/Assistant Treasurer

BY: \_\_\_\_\_  
Arthur F. Diehl III, Chairman

Address: PO Box 22287  
Tampa, FL 33622

Address: PO Box 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED:**

WITNESS: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of June, 2026, by Arthur F. Diehl III, in the capacity of Chairman, and by Harry Cohen in the capacity of Assistant Secretary/Assistant Treasurer, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary  
  
\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced

Amadeus Airport IT Americas, Inc.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Amadeus Airport IT Americas, Inc.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

**EXHIBIT A  
SAMPLE WORK ORDER**

1. Work Order No.

2. Project Information

*The information in this section will be completed by Authority.*

A. Project Title:

B. Project Summary

- i. Project Purpose:
- ii. Project Description:
- iii. Project Scope of Work and Deliverables:

3. Schedule and Costs

*The information in this section will be completed by Company and approved by Authority prior to performing any work.*

A. Project Schedule/Timeline

*Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.*

B. Total Cost of Project (Provide the costs in U.S. dollars)

Expenditure <i>&lt;insert applicable terms&gt;</i>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
<b>Total Service Cost</b>	<b>\$</b>
Reimbursable	
Data	\$
Printing	\$
Travel	\$
Other:	\$
Other:	\$
<b>Total Projected Reimbursable Cost</b>	<b>\$</b>
<b>Total Project Cost (Service Cost and Reimbursable)</b>	<b>\$</b>

C. Reimbursable Costs:

*Provide an explanation for all projected reimbursable costs listed in Item B above.*

D. *Additional Services and Changes to this Work Order:*

Company shall not perform services based on any changes to this Work Order without prior written authorization from the Authority. No services will be paid for unless authorized by written Work Order prior to the performance of such services. The Authority's Vice President

**EXHIBIT A  
SAMPLE WORK ORDER**

of Information Technology Services or designee will have the authority to execute any Work Order. No services will be initiated by Company until Company receives the Purchase Order which will include the final executed Work Order.

4. Payment Method and Schedule

Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

*<insert for projects one month and less>*

*Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.*

*<insert for projects 30 to 90 days>*

*Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.*

*<insert for projects exceeding 90 days>*

*Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.*

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

**Acknowledgement of Acceptance**

Company agrees and accepts the terms of this Work Order No. \_\_\_\_ as detailed above.

Amadeus Airport IT America's Inc.

BY:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Hillsborough County Aviation Authority

BY:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT B  
SCRUTINIZED COMPANY CERTIFICATION**



Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622  
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods and service of \$1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods and services of any amount, participating in a boycott of Israel is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

I, \_\_\_\_\_, as a representative of \_\_\_\_\_ certify and affirm that subject to the dollar limitations set forth in Florida Statutes Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sector List, does not have business operations in Cuba or Syria, and does not participate in the boycott of Israel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**EXHIBIT C**

**Affidavit of Compliance with Anti-Human Trafficking Laws**

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of Amadeus Airport IT Americas, Inc. ("Company"), hereby attests under penalty of perjury that:

Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: \_\_\_\_\_, 2026                      Signed: \_\_\_\_\_

Entity: \_\_\_\_\_                              Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**  
**THIRD PARTY IPR AND PERSONAL DATA**

**1. Third Parties**

**1.1** Third-Party Data shall mean data which is relevant to and that can be used for the product or service of a Third Party or a booking for a product or service of a Third Party.

**1.2** The extent to which Company is responsible for procuring use rights for Third-Party solutions or Third-Party Data shall be as set out in Section 3.8, the Service Delivery Model of the Agreement.

**1.3** Where Company incorporates into the Solution or Company Platform any Intellectual Property or proprietary information that includes Intellectual Property Rights (IPR) owned by a Third-Party, any ownership, use rights, warranties or indemnities granted to Authority, its Personnel or any Authorised User shall be limited by, and subject to, any obligations or restrictions imposed by or on behalf of the relevant Third-Party in respect of such IPR. If Company is advised by its Third-Party licensors of changes to license terms, the Parties shall use commercially reasonable efforts to agree to any workaround required to mitigate against any inability of Company to continue to license the affected Services or perform the ongoing Services as a result of such change.

**1.4 Third-Party Connections and Applications**

The following (non-exhaustive) applies where a Solution Service or other software provided by Company requires connection, download, testing, installation integration, hosting or update management or interface by Company with Authority, Authorised User, or their Third-Parties IPR. Failure or occurrence of any of the below shall be a Savings Event.

A. Company is not responsible for:

- i. the IPR, application, services or acts or omissions of Authority, Authorised User or Third-Party, or their failure to provide their IPR, application, update, or service; or
- ii. performing quality control or validation of information, data or IPR (or connection thereto) provided by Authority, Authorised User or Third-Party that the Authority, Authorised User or Third-Party or Company is unable to support or process; or
- iii. costs associated with hosting, maintenance, Upgrades, virus fixes, or installation of Authority, Authorized Users, or their Third-Parties' IPR. Such IPR is hosted by Company at Authority, Authorised Users, or their Third-Party's own risk.

B. Authority shall ensure:

- i. that Authority, Authorised User or Authority Third-Party IPR does not contain advertising, announcement, imagery, sound, links, or any other form of information, material, or communication that infringe any IPR; and
- ii. shall ensure that Authorized Users maintain legal agreements and manage relationships with and obtain all licenses and permissions from Authorized Users, Authority and their Third-Parties to enable Company to provide the Solution Service and host, access and use Authority, Authorized Users, and their Third-Party IPR.

## **2. Personally Identifiable Information**

### **2.1 .**

**2.2** In the provision of the Solution Service, Company shall Process PII on behalf of Authority. This Processing of PII includes such activities as specified in the Solution Service descriptions. Authority remains responsible for compliance with provisions of Data Protection Legislation applicable to Authority.

**2.3** Company shall only Process PII pursuant to Authority's instructions, except to the extent applicable Law prevents Company from complying with such instructions or requires Processing of PII other than as instructed by Authority. Authority acknowledges that Company may transfer PII to global locations in the provision of the Solution Service and, any such transfer will be in accordance with applicable Data Protection Legislation applicable to Company.

**2.4** Company shall ensure that any Personnel authorised by Company to access the PII are subject to a duty of confidentiality in respect of the PII.

**2.5** Company shall ensure that Processing of PII is subject to appropriate technical and organisational measures against unauthorised or unlawful Processing and against accidental loss or destruction of, or damage to, the PII in accordance with applicable Data Protection Legislation applicable to Company.

### **2.6 Subcontractors**

A. Company Data Processing Subcontractors include Microsoft Azure and potentially Company Affiliates. Company shall inform Authority of new Data Processing Subcontractors used in Processing of PII as of the Effective Date. Company will inform Authority of any changes to such Data Processing Subcontractors made after the Effective Date. Company will impose the PII Processing obligations set out in this Agreement, on such Data Processing Subcontractors. Authority hereby grants Company a general written authorisation to engage Data Processing Subcontractor in the Processing of PII in accordance with the provisions set out in this Agreement.

B. If Authority, after having received notice in pursuant to Section A above:

- i. acting reasonably, objects to the use of a Data Processing Subcontractor, on the basis that such use would adversely affect Authority's ability to comply with the Data Protection Legislation; and
- ii. Authority notifies Company promptly in writing within fourteen (14) calendar days after receipt of Company notice in accordance with Section A above providing details of the evidence of such grounds for objection,

Company shall use reasonable endeavors to resolve Authority's objections or procure use of a different Data Processing Subcontractor.

C. If Company is unable after exercise of such reasonable endeavors or otherwise fails to resolve the reasons for Authority's objections or to procure use of a different Data Processing Subcontractor within a reasonable period of time, Authority may terminate the Solution Service by providing written notice to Company provided Authority will not be entitled to claim damages in respect such termination.

**2.7 Company shall**

- A. inform Authority of any queries from a Data Subject, regulatory or law enforcement authority regarding Processing of PII under this Agreement and provide Authority with information and assistance (at Authority's cost) that may reasonably be required to respond to any such queries;
- B. provide reasonable assistance to Authority (at Authority's cost) for Authority's compliance with Data Protection Legislation applicable to Authority, taking into account the nature of the Processing of PII undertaken by Company and the information available to Company;
- C. at the choice of Authority, delete or return all PII to the Authority after the end of the provision of the Solution Service relating to Processing of PII unless Company is required to retain the PII by applicable Law;
- D. notify Authority without undue delay when aware of a Personal Data Breach; and
- E. make available to Authority information reasonably necessary to demonstrate compliance with Company's PII Processing obligations under this Agreement. All such provided information shall be considered and treated as Company Confidential Information.

**2.8** The Authority warrants and undertakes that it has all necessary consents, approvals, or licences to:

- A. make PII available to Company for the purposes, including Processing of PII, as envisaged in this Agreement;
- B. permit the Authority and each Authorised User to access PII using the Company Platform as envisaged in this Agreement; and
- C. permit Company and Data Processing Subcontractors to transfer PII to global locations as necessary for performance of the Services in accordance with applicable Data Protection Legislation.

**2.9** Authority Data (if any) in Company's control shall be accessible by Authority and any Authorised User via Authority's user interface.**2.10** Authority is solely responsible for Authority Data and for obtaining any approvals, consents or licences relating to the collection, Processing, or use of such Authority Data by or on behalf of Company. Company is not required to validate Authority Data for correctness or usability nor Process Authority Data if such Processing will or is likely to render Company, its Affiliates, or their Personnel in breach of any Law.**2.11** Notwithstanding the foregoing, Company and/or its Affiliates may gather, compile, commingle, and use Authority Data for aggregate statistical or analytical purposes and/or for evaluation of its provision and the use of the Solution Services. Such aggregate data may be used by Company and/or its Affiliates for financial, accounting, product optimization, customer support, and other internal business purposes. Aggregate or derivative data and information may be used by Company and/or its Affiliates as input for business intelligence solutions sold to Third-Parties, provided that such data and solutions do not contain any PII and do not directly or indirectly identify Authority. Company and its Affiliates shall have all rights to those aggregated or derivative data and business intelligence solutions.